AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MARCH 10, 2022
6:30 PM

COUNCIL

□ Mayor Bev Smith

□ Vice Mayor Gary M. Ready

□ Mayor Pro Tem Doug Gunther

□ Council Member Joni Brinkman

□ Council Member Patti Waller

ADMINISTRATION

□ Village Manager Michael Bornstein

□ Village Attorney Glen Torcivia

□ Village Clerk Kimberly Wynn

Persons who need an accommodation to attend or participate in this meeting should contact the office of the Village Clerk at (561) 584-8200 at least three (3) business days before the event to request such assistance.

CALL TO ORDER

ROLL CALL

1. Resolution No. 2022-15 Reorganization of the Village Council (Designating a New Vice Mayor & Mayor Pro-Tem) ***(ADDENDUM)***

   Staff: Kimberly Wynn, Village Clerk

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote

CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

2. Approval of January 13, 2022 Village Council Regular Meeting Minutes

Staff: Jane Worth, Deputy Village Clerk

3. Approval of February 10, 2022 Village Council Regular Meeting Minutes
   Staff: Kimberly Wynn, Village Clerk

4. Approve Gasoline and Diesel Fuel Agreement - Piggyback - Public Works Department (FY 2022 Budget Funded) - Port Consolidated, Inc.
   Staff: James Schmitz, Director of Public Works

5. Approve Gulfstream Road Stormwater Improvements Award (Task Order No. 277) - Invitation to Bid (ITB 2022B-004) - Public Service Department (FY 2022 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group, Inc.
   Staff: Walter Sanchez, Project Manager

6. Approve Village Hall North Flex Space Buildout Project Award (Task Order No. 289) - Invitation to Bid (ITB No. 2022B-002) - Public Service Department (FY 2022 Budget Funded - General Fund) - E&F Florida Enterprises, Inc., dba Creative Contracting Group
   Staff: Walter Sanchez, Project Manager

7. Approve Building Plans Review and Inspection Services Agreement - Piggyback - 1st Amendment - Term Extension - C.A.P. Government, Inc.
   Staff: Iramis Cabrera, PZB Director

8. Approve Property Improvement Program (PIP) Matching Grant Awards - 3691 Riedel Avenue and 43 Springdale Circle
   Staff: Iramis Cabrera, PZB Director

9. Approve Pump Station SCADA Upgrades (Task Order No. 284) - Invitation to Bid (ITB No. 2022B-003) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Engineer Service Corporation
   Staff: Paul Ward, Superintendent of Utilities

10. Resolution No. 2022-12 Approval of Budget Transfer from Public Works to Library and General Government
    Staff: Rebecca Morse, Chief Financial Officer

11. Approve Foxtail Palm Park Shade Structure Purchase Contract (Task Order No. 301) - Piggyback - Parks and Recreation Department (FY 2022 Funded - General Fund) - Shade Systems, Inc.
    Staff: Justin Lucas, Director of Parks & Recreation

12. Resolution No. 2022-10 - Community Development Block Grant (CDBG) - FY 2023

Annual Project - Park Connector Pathway Project - Phase II (Canal Road Sub-Phase)
Staff: Justin Lucas, Director of Parks & Recreation

13. Interlocal Agreement - Mutual Use of Recreational Facilities - School District of Palm Beach County
Staff: Justin Lucas, Director of Parks & Recreation

14. Approve Park ConnectoPathway Sub-Phase 2B (Change Order No. 1 & Closeout) (Task Order # 255) - Parks and Recreation Department (FY 2022 Budget Funded - General Fund) - E&F Florida Enterprises
Staff: Justin Lucas, Director of Parks & Recreation

15. Interlocal Agreement Renewal and Amendment - Homeless Resource Center
Staff: Tom Ceccarelli, Police Chief

16. Approval of Employee Medical, Dental & Other Benefits (FY 2022 Budget Funded)

Staff: Ashley Saingilus, Interim Human Resources Director, Janette Piedra, Human Resource Manager

17. Approve Agent Record–Employee Benefits Broker Services Agreement – Piggyback (Renewal) – The Gehring Group, Inc.
Staff: Ashley Saingilus, Interim Human Resources Director

18. Approve Interlocal Agreement Governing Use of Palm Beach County Regional Opioid Settlement Funds
Staff: Kimberly Glas-Castro, Assistant Village Manager

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

19. Annual Report from Palm Beach County Fire Rescue - Division Fire Chief Tracy Adams
Staff: Kimberly Wynn, Village Clerk

20. Florida Bicycle Month, Bike Safety and Awareness - March 2022
Staff: Kimberly Glas-Castro, Assistant Village Manager

PUBLIC COMMENT (Three minute limit)

REGULAR AGENDA

PUBLIC HEARINGS

21. Ordinance No. 2022-02 - Land Use Amendment (Small-Scale) - Belmont - 1591 Kirk Road *(First Reading) (Quasi-Judicial Hearing)*
    Staff: Iramis Cabrera, PZB Director

22. Ordinance No. 2022-03 - Village Code Amendment - Chapter 78-45 - Utility Billing Adjustments *(First Reading)*
    Staff: Paul Ward, Superintendent of Utilities

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING

THURSDAY, APRIL 14, 2022 AT 6:30 PM

(IMMEDIATELY FOLLOWING THE COMMUNITY REDEVELOPMENT AGENCY (CRA) MEETING)

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Administration

ITEM #1: Resolution No. 2022-15 Reorganization of the Village Council (Designating a New Vice Mayor & Mayor Pro-Tem) (ADDENDUM)

SUMMARY: The Village Charter provides that the Village Council and Mayor serve a four (4) year term and that all elections are held during an odd numbered year.

Although the Village did not have a Municipal Election in 2022, Section 3.05(a) of the Village Charter requires the nomination and election by Council action of a Vice-Mayor and Mayor Pro-Tem from among its members at the first Regular Council meeting after the General Election (or when the General Election is held - March 2022).

The new Vice-Mayor and Mayor Pro-Tem shall serve a one (1) year term until March 2023 (or immediately following the completion of the election canvassing process when required).

FISCAL IMPACT:
The reorganization of the Village Council does not have a fiscal impact to the Village (Designating a New Vice-Mayor & Mayor Pro-Tem)

ATTACHMENTS:
1. Proposed Resolution No. 2022-15 - Council Reorganization

RESOLUTION NO. 2022-15

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DESIGNATING A VICE MAYOR AND MAYOR PRO TEM FOR THE ENSUING YEAR 2022-2023, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
DOUG GUNTHER, _____	□	□	□
JONI BRINKMAN, _____	□	□	□
PATTI WALLER, _____	□	□	□
GARY READY, _____	□	□	□

The Mayor thereupon declared the Resolution duly passed and adopted this ___ day of March 2022.

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

AGENDA
VILLAGE COUNCIL MEETING
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
33461 JANUARY 13, 2022
6:30 PM

1. CALL TO ORDER

Mayor Smith called the meeting to order at 6:34 PM.

2. ROLL CALL

Present:

Mayor Beverly Smith, Vice-Mayor Gary Ready, Council Member Patti Waller, Mayor Pro Tem Douglas Gunther, and Council Member Joni Brinkman.

Absent: None

Also present:

Glen Torcivia, Village Attorney, Jane R. Worth, Deputy Village Clerk, Kim Glas-Castro, Assistant Village Manager, Iramis Cabrera, Planning, Zoning, and Building Director, Michael Bornstein, Interim Village Manager, Police Chief, Tom Ceccarelli as Sergeant-in-Arms, Rebecca Morse, Chief Finance Officer, Mariana Ortega, Assistant Finance Director and Justin Lucas, Director of Parks and Recreation

3. INVOCATION

Interim Village Manager Bornstein led in the Invocation.

4. PLEDGE OF ALLEGIANCE

Council Member Patti Waller led in the Pledge of Allegiance.

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

Mayor Smith asked if there were any additions, deletions, or modifications to the agenda. Assistant Village Manager Kim Glas-Castro stated clarification to the fee schedule, for Parks and Recreation was as follows: Ballfield Rental for Residents was $10.00 per hour and for Non-Residents - $20.00 per hour, a 2-hour minimum, in the column of the fee schedule shows a collective of two (2) hour minimum rather than the hourly rate.

Mayor Smith asked for a motion on the agenda as reset. Council Member Waller made a motion to approve the agenda as reset, and Vice Mayor Pro Tem Gunther seconded it. Motion carried 5-0.

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

6.1 Approval of Local Planning Agency Meeting Minutes - October 14, 2021October 14, 2021 Local Planning Agency Meeting Minutes

6.2 Approval of Meeting Minutes - December 9, 2021 Village Council Regular Meeting
December 9, 2021 Village Council Regular Meeting Minutes

6.3 Presentation - 2021 Christmas Decorating Contest Awards

6.4 Approve Change Order No. 2 (Task Order #255) - Park Connector Pathway Phase I Davis Road - Parks and Recreation Department (FY 2022 Budget Funded - General Fund) - Wantman Group, Inc.
Proposed Change Order No. 2 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group
Task Order #255 - Professional Engineering and Design - Park Connector Pathway - Wantman Group
Proposed Change Order No. 1 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group

6.5 Approve Village's Solid Waste & Recycling Collection Services Agreement - Amendment - Public Service Department (FY 2022 Budget - General Fund) - Waste Pro USA, Inc.
Proposed Agreement - 10th Amendment - Solid Waste and Recycling Collection
Recent Bid Increases

6.6 Approve Roadway Asphalt Milling & Resurfacing Contract - Piggyback - Public Service Department - Public Works (FY 2022 Budget Funded - General Fund) - Ranger Construction Industries
Agreement - Roadway Milling Resurfacing - Ranger Construction (Piggyback)
Approval to Piggyback - Ranger Construction Industries
Palm Beach County - Executed Agreement - Ranger Construction Industries
Palm Beach County - Bid Tabulation
Palm Beach County - Ranger Construction Bid
Palm Beach County - Invitation to Bid

6.7 Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2022 Budget Funded) - WatchGuard
Sole Source Letter - WatchGuard In-Car Cameras
In-car Camera Quote WatchGuard

6.8 Amend Approved Police Department Building Expansion Phase II (Task Order No. 269 - Work Authorization #SA-PD01) - Professional Architectural and Engineering Services - Police Department – Song & Associates, Inc.
Proposed Professional Services Agreement - Song & Associates
Song & Associates - Task Order No. 269 - Phase II - Architectural and Engineering Design Services
Work Authorization - Song and Associates
Police Building Expansion Amendment #1 - 12-08-2021
PD Building Agreement Amendment Explanation - Email
Capital Improvement Project Detail Form - PD Expansion

6.9 Approve Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road) Award (Task Order No. 294) - Invitation to Bid (ITB) - Public Service Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.
Proposed Agreement - TCLM Enterprise, Inc.
Bid Proposal - TCLM Enterprise, Inc.
Invitation to Bid - ITB #2022B-001
Bid Tabulation - ITB #2022B-001
Bid Specifications - ITB #2022B-001
Bid Plans - ITB #2022B-001
Recommendation of Award - ITB #2022B-001
Addendum No. 1 - ITB #2022B-001
Addendum No. 2 - ITB #2022B-001
FY 2022 CIP Form - Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road)

6.10 Approve Roadway Asphalt Milling & Resurfacing - Work Authorization No. 4 - Piggyback - Public Service Department - (FY 2022 Budget Funded - General Fund) - Ranger Construction Industries, Inc.
Proposed Work Authorization No. 4 - Ranger Construction Industries Map - Proposed Roadway Segments to be Milled & Paved - FY 2022

6.11 Approve Material Storage Bays at Main WTP Final Reconciliation (Change Order No. 1 & Closeout) (Task Order #258) - Public Service Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Walker Design & Construction
Proposed Change Order No. 1 - Walker Design & Construction
Agreement - Walker Design & Construction

6.12 Resolution No. 2022-06 Approve Budget Amendment No. 2 (FY21-22) - Community Redevelopment Trust Fund Increase
Proposed Resolution No. 2022-06 Budget Amendment No. 2 - CRA Trust Fund Increase
FY 2022 Budget Summary - Amendment No. 2
Budget Amendment No. 2 (CRA) - FY22
FY 2022 Budget Summary Ad

6.13 Resolution No. 2022-05 Approve Reimbursement to the Village for Prior Expenditures Related to the Public Safety Building Expansion Received from Tax- Exempt Debt
Proposed Resolution No. 2022-05 Reimbursement of Tax Debt for Public Safety Building

6.14 Resolution No. 2022-07 - Amend the Schedule of Fees
Proposed Resolution No. 2022-07 Amendment to the Fee Schedule
Proposed Resolution No. 2022-07 Amended Schedule of Fees

6.15 Approve Hazard Mitigation Grant - Florida Division of Emergency Management (FEMA) - Davis Road North Basin Stormwater Improvements ***(ADDENDUM)***
Proposed Contract with Florida Division of Emergency Management for Davis Road North Basin Stormwater HMGP Funding

END OF CONSENT AGENDA

Mayor Smith offered the public an opportunity to speak on the Consent Agenda. Hearing none, Vice Mayor Ready made a motion to approve the Consent Agenda as set, Council Member Waller seconded it. The motion carried 5-0

7. PRESENTATIONS

7.1 Presentation - 2021 Christmas Decorating Contest Awards
2021 Holiday Decorating Contest Winners

2021 Holiday Decorating Contest Winners Photographs

Parks and Recreation Director Justin Lucas explained there were twenty-nine (29) applicants for the Holiday Decorating Contest. Parks and Recreation Director Justin Lucas thanked everyone for entering, and fifteen winners were picked and would receive a $100.00 check and certificate of participation. Mayor Smith handed checks and certificates to five (5) residents that participated in the Holiday Decorating Contest and were able to attend the meeting. Mayor Smith thanked all the recipients for the time they took to decorate and taking the time to put more joy in the eyes of those that also enjoyed them.

72 Proclamation - Crossing Guard Appreciation Day February 4, 2022
Proclamation - Crossing Guard Appreciation Day February 4, 2022

Mayor Smith stated there was an item that had not been placed on the agenda, but there was a presentation to be made. Mayor Smith said last year, several participants gathered for the "Love to Ride Florida Bicycle Challenge". Assistant Village Manager Kim Glas-Castro was the leader, and there were residents, board members, and spouses. Mayor Smith said there were 13 riders and the road 1,632 miles and saved 8 pounds of CO2. Mayor Smith presented Assistant Village Manager Glas-Castro with a plaque for display. Mayor Smith mentioned this year there would be an app on your phone and you would be able to track your miles once you started if you wanted to ride alone.

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

Mayor Smith stated there were comment cards to be read into the record. The first one was:

Wayne Barnett – 3138 Meadow Road - petition to allow canopies over boats and cars to be taken down during hurricanes. They are not allowed and there are a lot of them throughout the Village.

Trina Lawson – 4501 Waterview Circle – Waterview Estates has always had clippings and yard pick up. We are now being told this is not included in what we pay in taxes. Why has this changed? Mayor Smith asked Staff to phone Ms. Lawson.

Madhv Pandey - 3155 Lillian Road - Frost Lake Park walking trail adjoining the Lakeside Condominium Association has their sprinkler system scheduled the same time we have our walk/exercise planned. We have called the office several times and the problem has not been resolved that is why we are coming to you. Also, speed bumps at Lillian Road, speeding is uncontrollable.

Steve Sanchez - 5901 Waterview Circle - I have lived in Waterview Estates for 20 years and Waste Pro has always picked it up, now they say it has been done as a courtesy, and they are not to be doing it. But yet it is on our water bill. Mr. Sanchez left his phone number with the Deputy Clerk Worth to have Staff call him at 561-889-8354.

9. REGULAR AGENDA

9.1 Approve New Village Manager Agreement - Michael Bornstein
Letter to Mayor and Council Dated January 7, 2022, about Village Manager Agreement
Village Manager Agreement - Clean Version
Village Manager Agreement - Redline Version
2021 - City Manager Salary Survey For Palm Springs

Attorney Torcivia informed the Council they hired Mr. Bornstein as the Interim Village Manager three (3) months ago. It was expressed at the previous Council meeting to start negotiations with Mr. Bornstein as the Village Manager. There are not many changes from the Interim Manager to the Manager concerning the contract. Unless there are any questions, that is the end of my report.

Mayor Smith asked the Council if there was any further discussion. Hearing none Vice Mayor Ready made a motion to accept Mr. Bornstein as the Village Manager and was seconded by Council Member Waller. Motion carries 5-0.

Village Manager Bornstein stated it is a humbling honor and privilege to work at the Village. He said the people here are incredible, and he would not let the Council down.

9.2 Discussion - American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funding - Direction on Prioritization of Project Funding
Staff Recommendations for Funding Prioritization
American Rescue Plan Presentation (provided at June 10, 2021 meeting)

Assistant Village Manager Glas-Castro stated in June 2021 information about the American Rescue Plan Act was presented to the Village Council. The Village was to receive 12.6 million dollars in 2 disbursements. The first one of 6.3 million was received in December 2021. The funds are to provide relief as a result of the pandemic. They are to be used for the community and there are four (4) category uses, one of which is recognizing employees that have served during the pandemic. Staff had put together a list of funds that are eligible for monies to be used. Assistant Manager Glas-Castro stated most of the money is for the Storm Water improvements needed in the community.

Assistant Manager Glas-Castro stated that all funds have to be encumbered by 2024 and all projects are to be completed by 2026.

Mayor Pro-Tem Gunther asked what happens if the projects are not completed by the time given. Assistant Manager Glas-Castro stated they will make sure they are completed with ARPA monies.
Vice Mayor Ready asked once funds were approved with ARPA, can the grant programs still be used. Assistant Manager Glas-Castro answered the Village anticipates looking for grants, but with the monies available, they must be used first or given back.

Council Member Brinkman was also concerned about the completion dates. She focused on the sewer force main on Congress Avenue. Would a budget amendment be created to move that money over time to another project that would be completed. Assistant Manager Glas-Castro stated the funds would be moved to another project, yes.

Mayor Smith said thank you and let us hope that all materials come in, and all necessary materials needed.

9.3 Discussion - Village of Palm Springs Police Department Building Expansion - Update and Discussion on Funding Alternatives
Architect PD Building Expansion Project Presentation
Police Department Building Expansion Funding Options

Ms. Jill Lanigan, representative of Song and Associates Architects, along with Sebastian Velasquez. Ms. Lanigan gave an update on where the discussions had started and where they have come so far. There were three (3) different options for the expansion and they varied in size. The selected option would add another 14,000 sq. ft. to the existing building, for a total of 28,000 sq. ft. taking it into the year 2044 which is 20 years out and that is what you would want.

Ms. Lanigan also showed the different pallets of color that would benefit and enhance the outside presentation of the Police Department. Ms. Lanigan stated some of the goals of expansion - to improve civic presence, enhance the visitor experience, improve visitor parking areas, and be ADA accessible. Ms. Lanigan stated the ground floor would include the multipurpose meeting and training area, which would function as an emergency operations center. There will be an outdoor green space. On the south side of the building are existing security gates and extensions. The second floor will be the administration and the Chief's office.

Vice Mayor Ready - asked about the evidence room, part is in the old evidence room and some in a new building. Sometimes there were problems with fumes leaking throughout the building. Will there be two (2) different A/C units? Ms. Lanigan stated it would be a controlled environment with its separate HVAC and ventilation systems.

Council Member Waller - It is very minor, but the book drop has been taken out, is there a way to incorporate that back as it is very convenient for many residents. Ms. Lanigan said that can be looked at.

Mayor Smith asked about the glasswork on the front façade of the building. Ms. Lanigan stated they were impact windows and rated for 192 winds, it is about preserving life.

Council Member Brinkman mentioned there is currently an access walk to the library on that side, now there is no longer a pedestrian walkway. Is there a way to incorporate that back into the campus? Ms. Lanigan stated they could incorporate resident gateways. Council Member Brinkman asked if there would be any outdoor evidence storage. Ms. Lanigan answered yes, along with on the southside of the sally port area. Council Member Brinkman asked if Code Enforcement would be in the main building, Village Hall, or would it be in the Police building. Ms. Lanigan stated there is accommodation for them, however, that is an operational decision. Council Member Brinkman asked if there were statutory regulations that police buildings are to meet regarding energy efficiency, and will there be electric vehicle stations included. Ms. Lanigan stated building codes have changed, and their attention has been turned to meeting the checklist. Ms. Lanigan stated absolutely, that is the time to install such upgrades.

Vice Mayor Ready asked in the front portion of the building during the expansion - will they be using cranes, because there is the Palm Beach County Fire Department and we don't want to block the road for them. Ms. Lanigan insured all necessary precautions will be taken to include such decisions.

Mayor Pro Tem Gunther stated the use of space now with the different designs shown is one of the best presentations so far.

Chief Ceccarelli stated it was a better design, EOC training room is a huge improvement, also with hurricanes the front of the building will be a much-hardened building.

Manager Bornstein said it was a team approach to the decisions of the Administrative staff. The Chief, Assistant Village Manager, Assistant Chief, Finance and IT took a good look and were very excited about the project.

Finance Director Rebecca Morse explained the Police Department Expansion Funding Options (there were three (3)) for the Council and residents.

Mayor Smith asked how soon a decision was to be made. Director Morse confirmed the Village has a financial company that dealt with such consulting matters and should be used.

The Council, Director Morse, and Manager Bornstein discussed the matter in detail.

9.4 Discussion - Provision of "COVID Declaration Pay" for Eligible Village Employees with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funding
Staff Recommendations for Funding Prioritization
Memo to All Village Employees - COVID-19 Pandemic Pay - April 2020

Manager Bornstein informed Council this was regarding the time during the declaration of Covid. There were many governments, and it has been in the papers regarding compensation to employees that worked during this time. Administration, along with the blessing of the Village Council wanted to recognize the employees that worked through the pandemic. It was determined that all Village employees perform essential work.

Mayor Pro Tem Gunther just wanted to make sure that the Village would be fair and equitable with every employee. That was his concern, to make sure it was equal, across the Board with every employee.

Manager Bornstein stated Human Resources staff has determined that 173 full-time employees performed in-person essential work during the State of Emergency. Granting COVID Declaration Pay to these employees. Manager Bornstein said that would utilize up to $173,000 of ARPA dollars. To ensure any bonus pay is provided fairly and transparently, Council discussion and direction are requested on this matter.

Mayor Smith asked the Council if there was any further discussion. Hearing none Council Member Waller made a motion to accept the COVID Declaration Pay, seconded by Council Member Brinkman. Motion carries 5-0.

10. PUBLIC HEARINGS

10.1 Resolution No. 2022-04 - Final Plat - Fontana Townhomes - 4063 Davis Road and 4090 Coconut Road (*Quasi-Judicial Hearing*)
Proposed Resolution No. 2022-04 Final Plat - 4063 Davis Road and 4090 Coconut Road
Proposed Final Plat - Fontana Townhomes
Letter of Compliance with Florida Statutes - Fontana Townhomes - 4063 Davis Road and 4090 Coconut Road - Engenuity Group
Approved Site Plan - Fontana Townhomes
Aerial and Location Maps

Director Cabrera informed the Council the final plat was consistent with the preliminary plat that was approved by the Village Council with Resolution No. 2021-19, July 29-2021. If approved, the final plat will be recorded in the public records of Palm Beach

County before any sales of townhouse lots.

Ms. Maria Bolivar with Meritage Homes, 1400 Central Park Boulevard, West Palm Beach, stated she was available for any questions the Council might have.

Village Attorney Torcivia read the title of the caption into the record.

Mayor Smith offered the public and Council an opportunity to comment. Hearing none, Mayor Pro Tem Gunther made a motion to approve Resolution 2022-04, seconded by Vice Mayor Ready. Motion carries 5-0.

102 Resolution No. 2022-01 - Site Development Plan Amendment (SPR22-01) and Special Exception Use (PSSE22-01) - Center Academy at Palm Springs Baptist Church - 3300 10th Avenue North (*Quasi-Judicial Hearing*)
Proposed Resolution No. 2022-01 -Site Plan Amendment (SPR22-01) and Special Exception (PSSE22-01) Center Academy at Palm Springs Baptist Church - 3300 10th Avenue North
Exhibit A Staff Report
Project Narrative and Justification Statement
Warranty Deed
Site, Landscape, and Architectural Plans; Letters
Aerial and Location Maps
LW Herald Advertisement on December 9, 2021

Mayor Smith asked if there was any ex-parte communication - there was none. Mr. Kevin McGinley was sworn in by Deputy Clerk Worth.

Director Cabrera gave the Council information regarding the Site Plan amendment and Special Exception use for the Palm Springs Baptist Church. Concurrently, a site plan amendment is being requested to enable the applicant to bring the property up to code, to the extent possible, and to be consistent with the Village's zoning regulations. Additionally, the proposed site plan provides enhanced landscape buffers and upgrades to the interior of the building.

Mr. Kevin McGinley - 2240 Palm Beach Lakes Boulevard - WPB, FL 33409 - was representing Center Academy and Palm Springs Baptist Church. Mr. McGinley introduced Chief Operating Officer, Steve Hicks, unfortunately, the Pastor of Palm Springs Baptist was unable to attend tonight. Mr. McGinley said this was relatively a match made in heaven; there is a vacant school and a special needs school that wants to rent the school. It will bring revenue into the church and a school for special needs children. There will be very few renovations, some interior changes to bring items up to code. Some site improvements, landscaping, and irrigation with today's code will be installed. Parking has been recalculated along Sabal Palm Road. He introduced Mr. Steve Hicks.

Mr. Hicks - 1748 Highland Oakes Lutz, FL 33459 - Mr. Hicks stated he is the CEO of ten (10) private schools, which started back in 1968. Excited about this and we feel we have an opportunity to help a special group of kids. If you are a parent and your child struggled in the academic areas, you understand how parents look for quality education for a special group of kids like these.

Council Member Waller asked if the students were going to be Palm Springs residents or students from outside of the area. Mr. Hicks stated the door will be opened to students from this area. Students will not be denied if there are any requests from outside the Village limits.

Vice Mayor Ready asked how many students and what would be the ratio of teachers per student? Mr. Hicks answered 95-99 generally the max. The motto is to be a small school to provide more staffing and more one on one individualized educational programming. Mr. Hicks stated there would be one (1) teacher for ten (10) students.

Mayor Pro Tem Gunther asked what the age group would be? Mr. Hicks answered middle school and high school students. When most of the students come to us, they try to quit the school they are already in. The school we are associated with has a Gold Seal of Academic Accreditation. Mr. Hicks said that the average student that comes to us are about 2 1/2 years behind.

Mayor Smith asked what the curriculum will be and will the teachers be certified. Mr. Hicks stated it would be a variety of curricula, the curriculum that will meet the standards of the Florida education graduation requirements. Some of the teachers are trained, some are certified. There is training with the teachers that we also do. Mayor Smith also discussed the traffic issue with Palm Springs Elementary so both schools were not getting out at the same time. Chief Ceccarelli gave the times of the heaviest traffic coming from the school. Mr. Hicks said they would change their time if they had to, they were flexible. The hours will be 8:30 to 2:30 pm. If it becomes a problem we can always adjust a little.

Vice Mayor Ready asked if food will be served? Mr. Hicks said no food served, students will bring their lunches. This is the procedure at all the schools we are in charge of.

Mr. McGinley said there was almost a deal-breaker referring to condition #16. He said there is a lot of improvements interior-wise and there is a lot of money being spent on renovations. All classrooms are open to the outside, they are on the first floor and the fire department stated that it was not necessary for the upgrading of the sprinkler system. Director Cabrera said she communicated to the applicant that it was not required as she spoke with Palm Beach County Fire.

Mr. Steve Sanchez asked if it was like a charter school? Mr. McGinley said it was not charter at all.

Village Attorney Torcivia read the title of the caption into the record. Mayor Smith offered the public and Council an opportunity to comment.

Council Member Brinkman made a motion to approve Resolution 2022-01, with Item #16 to be removed from the Conditions, and seconded by Mayor Pro Tem Gunther. Motion carries 5-0.

10.3 Ordinance No. 2022-01 - Village Code Amendment - Chapter 58 - Purchasing Code (*First Reading*)
Proposed Ordinance No. 2022-01 Amendment to Chapter 58 - Purchasing Code

Mr. David Harden said a lot of the research was done with Rebecca Morse. The reason to do this was to have the purchasing process more easily administered. The purchasing requirements were brought up to the current standards. Mr. Harden explained the work and research that went into the updates, some thresholds were increased. There were several different cities they compared those with. Mr. Harden explained in depth the additional changes made to the purchasing code.

Mayor Smith added on behave of the Council David, we would like to extend our thanks for all the hard work that you do with all your research.

Village Attorney Torcivia read the title of the caption into the record. Mayor Smith offered the public and Council an opportunity to comment.

Council Member Waller made a motion to approve Ordinance No. 2022-01 on first reading and seconded by Vice Mayor Ready. Motion carries 5-0.

11. ACTIONS AND REPORTS

12. VILLAGE COUNCIL COMMENTS

Village Manager Bornstein announced that Mr. Jim Schmitz has been hired as the new Public Works Director. He made out an application and he has had many years in this field and he believed that the Council would be happy with this decision.

Vice Mayor Ready has been to the Salvation Army five (5) times to help count money. He went on the decorating contest judging ride. He attended the health clinic on the Mayor's walk. He also congratulated Mr. Bornstein for accepting the position of Village Manager. He also congratulated Jim Schmitz in his new position.

Mayor Pro Tem Gunther wished everyone a Happy New Year. He said he was looking forward to working with Michael Bornstein and he likes what he has seen so far. He also congratulated Jim Schmitz.

Council Member Brinkman congratulated Michael Bornstein on the Village Manager position and felt that the Village was in a new place. She was looking forward to the future. She also congratulated Jim Schmitz on his new position.

Council Member Waller congratulated Jim Schmitz on his new position and she appreciated everything he and the department do for the Village. She was extremely happy with Mike coming aboard, and she was extremely impressed when Mike was introduced at the Christmas party and everyone stood up with joy and clapped for him, she believes the Village is going to shine with him.

Mayor Smith said December was outstanding, between the parades, decorating, the holiday party was a tremendous success. The Stuff A Cruiser had collected over $10,000 and an amazing amount of toys this year. Congratulations to Jim, he has always been a great go-to man, and she knew that he would be doing a great job. She also was extremely happy with the decision that Michael Bornstein will be joining the Village. She was excited to see the changes that would be coming that have been proposed and she felt they were going to be very busy.

Attorney Glen Torcivia wished everyone a happy and healthy New Year.

13. ADJOURNMENT

Mayor Smith stated the next Village Council Meeting was February 10, 2022 and adjourned the meeting at 8:12 PM.

Next Meeting THURSDAY, FEBRUARY 10, 2022 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 a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting in order to request such assistance.

MINUTES
VILLAGE COUNCIL MEETING- COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461
FEBRUARY 10, 2022, at 6:30 PM

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

ADMINISTRATION
- Village Manager Michael Borenstein
- Village Attorney Glen Torcivia
- Village Clerk Kimberly Wynn

CALL TO ORDER

Mayor Bev Smith called the Regular Council Meeting to Order at 6:30 PM.

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli as Sergeant in Arms, Planning, Zoning and Building Director Iramis Cabrera and Public Service Director Jim Schmitz

INVOCATION

Village Manager Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE

Village Council led in the Invocation.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no requested changes to the Agenda.

Council Member Brinkman made a motion to approve the Agenda as presented, it was seconded by Mayor Pro Tem Gunther.

CONSENT AGENDA

Mayor Smith offered the public an opportunity to speak on the Consent Agenda; there were no comments.

Mayor Pro Tem Gunther made a motion to Approve the Consent Agenda, it was seconded by Council Member Waller. The motion carried 5-0.

1. **Approve a Interlocal Agreement with Palm Beach County for the Transfer of Seven (7) Drainage Easements - Lakewood Gardens Area**

   Staff: Kimberly Glas-Castro, Assistant Village Manager

   SUMMARY: Palm Beach County's Engineering Department is requesting to transfer seven (7) drainage easements located in the Lakewood Gardens area, west of Kirk Road, to the Village for ownership and maintenance responsibility. The predominantly residential area was annexed to the village limits in 2014. The subject drainage easements provide stormwater facilities to protect properties within the Village limits; therefore, the County desires to transfer its public interest in these easements to the Village.

   The seven (7) proposed transfers were easements dedicated to Palm Beach County through individually recorded drainage easements in 1966, 1967, and 1981. Enclave interlocal agreements approved by the Village and County in 2014 included the transfer of public rights-of-way and easements dedicated via plat but did not include the transfer of interests dedicated to separate recorded (easement) instruments.

   The seven (7) easements that are proposed to be conveyed/transferred to the Village are as follows:

   Drainage Easement# 204
   Recorded at ORB 1590, Page 204 in 1967

Improvements: 1) Ditch running between Lakewood Road and ditch behind Home Depot, and 2) Ditch along the western and southern perimeter of Duthie Freeman commercial condominium (Note: partial release to Southern Bell in 1974)

Drainage Easement# 205
Recorded at ORB 1590, Page 205 in 1967
Improvements: Catch Basin that serves as an outfall for Home Depot and the Post Office

Drainage Easement# 206
Recorded at ORB 1590, Page 206 in 1967
Improvements: Drainage Pipe in the rear of Home Depot property (cleaned and camera-ed by PBC Engineering in March 2021)

Drainage Easement# 207
Recorded at ORB 1590, Page 207 in 1967
Improvements: Ditch in the rear of Patio Court Townhomes and Lakewood Apartments (aka Lego project)

Drainage Easement# 208
Recorded at ORB 1590, Page 208 in 1966
Improvements: 1) Ditch east of Laurette Lane/April Avenue that outfalls to L-11 Canal, and 2) swale at the western terminus of Luzon Avenue

Drainage Easement# 216
Recorded at ORB 1561, Page 216 in 1967
Improvements: Swale running north-south behind houses on 42nd Avenue South and Kenyon Road

Drainage Easement# 1518
Recorded at ORB 3502, Page 1520 in 1981
Improvements: Swale running east-west between houses on 42nd Avenue South

If approved by the Village Council, the Palm Beach County Board of County Commissioners' consideration of the proposed interlocal agreement is anticipated on March 24, 2022.

The proposed Interlocal Agreement was prepared by Palm Beach County and reviewed by the Assistant Village Manager, Village Attorney, and Public Works Director.

Note: Annexations in the subject area were approved by the Village Council through Ordinance No. 2014-07, Ordinance No. 2014-15, Ordinance No. 2014-25, Ordinance No. 2014-31, and also Resolution No. 2014-22, Resolution No. 2014-38, Resolution No. 2014-54, and Resolution No. 2014-62 (enclave interlocal agreements).

Fiscal Impact:

The Village will be assuming maintenance responsibility for the stormwater facilities within the easements, which include ditches, swales, and underground pipes.

Maintenance costs associated with these areas will be included in the landscape/facility maintenance contracts or Village maintenance schedules and included in annual operational budgets.

2. **Approve Professional Services Agreements - 3rd Amendment - Term Extension – Keshavarz & Associates, Calvin Giordano & Associates, Engenuity Group, Eckler Engineering**

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: On December 16, 2015, the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) under the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure, facilities, general engineering services, plat, and plan review services, and building design/review services.

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

On May 12, 2016, the First Amendment to each Professional Services Agreement was approved to clarify the terms and fees for each of the proposed engineering firms. The term of the agreement was clarified to coincide with the term that was outlined in RFQ No. 2016-002 - an initial term of five (5) years from the date of the agreement with the option, upon

approval by both parties, to renew for three (3), one-year periods.

The initial five-year term expired in 2021, and the Second Amendment to the Agreement was approved on March 11, 2021, to provide the first, one (1) year renewal in consideration of the ongoing Task Orders that we have with each firm. Staff proposes a second, one (1) year renewal. If approved, the Professional Services Agreement for three (3) of the four (4) engineering firms would be extended until March 11, 2023, and one (Keshavarz) would be extended until March 24, 2023, with the ability for each to be renewed for one (1) additional one-year term.

The proposed 3rd Amendment was prepared by the Village Attorney and reviewed by the Assistant Village Manager, Planning, Zoning, and Building Director, Interim Public Service Administrator, and the Finance Director.

Fiscal Impact:

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

End of Consent Agenda

PRESENTATIONS

Mayor Smith noted there were no presentations.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to speak.

a) **Richard Hughes, 1840 Richard Lane, Palm Springs** Mr. Hughes stated he had lived in the Village for forty-five (45) years and serves on the P&Z Board. He did not support garages being inspected getting them counted as parking. He did not support a nuisance ordinance where the Village inspects garages. He discussed the acceptance of certain conditions, the Planning & Zoning Board. He commented on the beauty of Foxtail Park. He does not want us to pour concrete all over the village and not have this considered for density.

REGULAR AGENDA

None

PUBLIC HEARINGS

3. Resolution No. 2022-03 - Site Development Plan Amendment (SPR22-02) - 7-Eleven, Inc. - 1730 South Military Trail *(Quasi-Judicial Hearing)*
   Staff: Iramis Cabrera, PZB Director

Paul Mazzillo, agent for the owner, 7-Eleven Inc., requests a Site Development Plan Amendment (SPR22-02) for the Commercial General property located at 1730 South Military Trail. The applicant proposes to reconfigure the landscape buffer along frontage (western and southern) portions of the property due to right-of-way condemnation by the Florida Department of Transportation (FDOT).

FDOT proposes to make intersection improvements to State Road 809 (South Military Trail) and State Road 882 (Forest Hill Boulevard), which necessitates widening both roadways with the approach and departure from the intersection. The widening project resulted in the state taking 2,271 square feet along the entire length of the property's western and southern frontage. The taking will impact the property, causing a loss of the width in the planting area adjacent to the right-of-way.

Note: Currently, the 0.871-acre property is being developed with a 3,650 square-foot commercial building, fifteen (15) parking spaces, and twelve (12) fuel stations, and there are no plans to modify these improvements.

The applicant proposes reducing the width of the landscape buffer as a remedial action for the loss of the property and to minimize the negative impact. The proposed plan will re-accommodate the right-of-way landscaped buffers.

The Planning & Zoning Board approved during their regular meeting on December 14, 2021, one variance requested (PSV22-01) from the Village Code (relief from Sec 34-162(b)(5)), to allow an irregular landscape buffer along the west and south sides adjacent to Military Trail and Forest Hill Boulevard respectively, with a minimum width of 7' rather than 15' minimum required.

The Planning, Zoning & Building Staff does not object to the applicant's request and recommends conditional approval to facilitate the reconfiguration of the landscape buffer as a result of the state condemnation.

Fiscal Impact:

The proposed modification to the project is not expected to have a fiscal impact on the Village.

Mayor Smith asked the Council to disclose their ex parte communication. The Village Clerk, Ms. Wynn swore in the Applicant/ Engineer on the Project, Mr. Paul Mazzilo and staff.

Ms. Cabrera presented a summary of the project into the record. Although Mr. Mazillo was present for questions, he did not have a presentation to add.

Mayor Smith offered the public and Council an opportunity to speak. Council Member Brinkman commented about the consistency of the Florida Department of Transportation (FDOT) and rights-of-ways (R-O-W) with the project. Discussion ensued between Mr. Mazzilo about FDOT taking R-O-Ws and the process. Village Attorney Torcivia read the title of the caption into the record.

Vice-Mayor Ready made a motion to approve Resolution No. 2022-03. Council Member Waller seconded the said motion. The motion carried 5-0.

4. Ordinance No. 2022-01 - Village Code Amendment - Chapter 58 - Purchasing Code *(Second Reading)*

Staff: Kimberly Wynn, Village Clerk

Summary: The Finance Department requests an amendment to the Village Code of Ordinances Chapter 58 - Purchasing Code. The primary changes proposed are to the purchasing thresholds, competitive selection requirements, and the assignation of a Procurement Official:

- **Section 58-4 (b)**

  Increase the Department Head's purchasing authority from $5,000 to $7,500. Increase the amount requiring three (3) quotes from $3,000 to $5,000.

- **Section 58-4 (c)**

  Increases the Village Manager's purchasing authority from $25,000 to $35,000.

- **Section 58-4 (d)**

  Increase the amount that requires a competitive selection from $25,000 to $35,000.

  The cost of goods and services has increased dramatically. Increasing the thresholds enables Village staff to continue efficient operations.

- **Section 58-5**

  Competitive selection purchase requirements have changed to recognize the new $35,000 threshold.

The language has changed to add the newly created Procurement Official position in place of the CFO.

Ordinance No. 2022-01 was prepared by the Village Clerk and reviewed by the Village Attorney, Assistant Village Manager, and Finance Director. The proposed ordinance was approved on the 1st reading by the Village Council on January 13, 2022. It is presented for the 2nd and final reading.

Fiscal Impact:

The intent of the proposed changes to the Purchasing Code is to recognize the addition of a procurement official and to increase the purchasing thresholds to enable a more efficient and effective purchasing process. The fiscal impact is not measurable in dollars and cents but there will be cost savings in time and efficient use of staff resources.

Village Clerk Wynn read the statement of advertisement into the record. Ordinance No. 2022- 01 was advertised in the LWH on February 3, 2022. Mrs. Morse stated that the staff's presentation was given during First Reading, January 13, 2022. There were no additional changes.

Mayor Smith gave the public, and the Council, an opportunity to comment about Ordinance No. 2022-01. There were no additional comments. Village Attorney Torcivia read the title of the caption into the record.

Vice-Mayor Ready made a motion to approve Ordinance No. 2022-02. Council Member Waller seconded the motion. There was a roll call vote as follows Vice Mayor Ready –Yes; Mayor Pro Tem Gunther—Yes; Council Member Waller—Yes; Council Member Brinkman—Yes; and Mayor Smith—Yes. Said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

There were no comments from the Village Manager, Mr. Bornstein.

VILLAGE COUNCIL COMMENTS

There were no comments from Village Council.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:48 PM.

NEXT MEETING THURSDAY
MARCH 10, 2022, at 6:30 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 Meeting held on **February 10, 2021**. Which minutes were formally approved and adopted by the Village Council on March 10, 2022.

_____
Kimberly M. Wynn, Village Clerk

If a person decides to appeal any decision made by this Council for any matter considered at this meeting, he will need a record of the proceeding. For this purpose, he may need to ensure that a verbatim record of the proceedings was made, which recording 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) 584-8200 (ext. 8431) at least three (3) business days before the meeting to request such assistance.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Public Works

ITEM #4: Approve Gasoline and Diesel Fuel Agreement - Public Works Department (FY 2022 Budget Funded) - Port Consolidated, Inc.

SUMMARY: The Public Works Department, throughout the year, must purchase gasoline and diesel fuel for various Village vehicles, heavy equipment, and emergency generators. The Village currently utilizes Port Consolidated, Inc. to assist with purchases and services of this type. However, the existing piggyback agreement (from the Southeast Florida Governmental Purchasing Cooperative Group - City of Pompano Beach) expires on March 14, 2022.

To ensure the lowest possible price, staff recommends that the Village renew our ability to utilize Port Consolidated by continuing to follow the Southeast Florida Governmental Purchasing Cooperative's agreement selected by the City of Pompano Beach as the Lead Agency for the Co-Op. The term of the agreement is for five (5) years, from March 15, 2022, until March 14, 2027, with an option to renew for an additional five (5) years.

Note: The agreement by Southeast Florida Government Purchasing Cooperative (Co-Op) was completed through a competitive selection process by the City of Pompano Beach as Lead Agency for the Co-op – Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group (RFP No. E-03-22). The original bid documents authorizing the purchase with Port Consolidated, Inc. are available in the Village Clerk's Office .

If approved, the Village would accept Port Consolidated's pricing that is consistent with the existing agreement, and continue to piggyback with the City of Pompano Beach's contract including all terms, conditions, and pricing therein. The term of the proposed agreement would expire on March 14, 2027.

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

The proposed agreement has been prepared by the Village Attorney and reviewed by the Public Works Director, the Interim Public Service Administrator, and Finance Director. The Village has worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this agreement is available within the FY 2022 Budget - General Fund and Water and Sewer Enterprise Fund. The Village will not expend more than the amount within

the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Agreement for Purchase and Delivery of Unleaded Gasoline and Diesel Fuel - Port Consolidated Inc.
2. Pompano Beach - Service Contract and Request for Proposals - Port Consolidated

AGREEMENT FOR PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL

This Agreement for purchase and delivery of unleaded gasoline and diesel fuel ("Agreement") is entered into this _____ day of _____, 2022, 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 **Port Consolidated, Inc.**, P.O. Box 350430, Fort Lauderdale, Florida 33335, a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a Vendor to for purchase and delivery of unleaded gasoline and diesel fuel for the VILLAGE; and

WHEREAS, the City of Pompano Beach acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group issued RFP No. E-03-22 for substantially the same goods and services sought by the VILLAGE, and awarded such RFP to the VENDOR; and

WHEREAS, the City of Pompano Beach entered into an agreement with VENDOR for the purchase and delivery of unleaded gasoline and diesel fuel: and

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for purchase and delivery of unleaded gasoline and diesel fuel based on the pricing and terms and conditions of the Pompano Beach Contract; and

WHEREAS, the VILLAGE desires to accept VENDOR's pricing by piggy-backing the POMPANO BEACH Contract, including all terms, conditions and pricing therein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties 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. Pompano Beach Contract. The Pompano Beach 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 City of Pompano Beach under the Pompano Beach Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Pompano Beach Contract and pricing therein, the VENDOR shall provide unleaded gasoline and diesel fuel as requested by the VILLAGE.

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

    (a) All written modifications and amendments hereto;
    (b) This Agreement;
    (c) The Pompano Beach Contract (including the Request for Proposals, Vendor's Proposal and Contract and all attachments and exhibits thereto).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with 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 Pompano Beach Contract.

5. Compensation to Vendor. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the POMPANO BEACH Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

    6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

    6.2 VENDOR shall maintain the insurance as required in the Pompano Beach Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.

    6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

    6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the POMPANO BEACH Contract renewal term which shall expire on March 14th, 2027.

6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 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.

7. Palm Beach County Inspector General. 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.

8. Public Records. VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the service.

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

9. Indemnity. The parties recognize that the VENDOR is an independent Vendor. The VENDOR 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 VENDOR, its agents, officers, Vendors, subcontractors, employees, or anyone else utilized by the VENDOR in the performance of this Contract. The VENDOR'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 VENDOR against the VILLAGE and the VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, VENDOR 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 VENDOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving VENDOR of any of its obligations hereunder. If the VENDOR assumes control of the defense of any third party claim in accordance with this paragraph, the VENDOR 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 VENDOR 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 VENDOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records

and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. VENDOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, and any other Vendors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

11. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:

    (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

    (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

    (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

    (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

    (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

    (f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public 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, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

BY: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

VENDOR:
Port Consolidated, Inc.

By: _____

Print Name: Donald M. Carlton Jr.
Print Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 18th day of February, 2022 by Donald Carlton Jr., as President of **Port Consolidated, Inc.**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Leidy G. Rodriguez
Print Name: Leidy G. Rodriguez
My commission expires: 10-06-2024

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

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ORDINANCE NO. 2022-30

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE SERVICE CONTRACT NO. 1356 BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Port Consolidated, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of February, 2022.

PASSED SECOND READING this 22nd day of February, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
1/20/22
L:ord/2022-103

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SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

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5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

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If to City: Robert McCaughan, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4097
Email: Robert.McCaughan@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

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12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

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B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

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representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

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B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement 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. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

"CONTRACTOR"

Port Consolidated, Inc.

Witnesses:

By: _____
Donald R. Carlton, Jr., President

_____
(Print or Type Name)

_____
(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

_____
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-03-22

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

OPENING: NOVEMBER 29, 2021, 2:00:00 P.M.
Virtual Zoom Meeting
For access go to:
https://pompanobeachfl.gov/pages/meetings

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the Lead Agency.
- Each participating governmental entity will use the Lead Agency's contract and terms as executed, for its purchase orders. Furthermore each participating governmental entity will issue its own purchase orders for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- Awarded Contractor agrees that the contract/purchase order terms of each entity will prevail for the individual participating entity should there be any conflicts between the Lead Agency's resulting contract and participating governmental entities contract/purchase order terms. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Awarded Contractor(s) shall be responsible for advising the Lead Agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), Contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida

Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

Issued: October 28, 2021

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-03-22
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), November 29, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Introduction

The City intends to establish a contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the Lead Agency for the Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at a minimum in Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain fuels at competitive market rates.

B. Scope Of Services and Attachments

Attachment "A" – Specifications and Requirements
Attachment "B" – Delivery Locations-Tank Size.
Attachment "C" – Current Port Consolidated Contract
Attachment "D" – Cooperative Volume Report

Attachment “E” – Applicable Fuel Taxes
Attachment “F” – Sample Invoice

C. Responsiveness and Responsibility items:

Responsiveness. The following items must be provided by Proposers with their Proposal. At the discretion of the Lead Agency’s General Services Director, the Lead Agency reserves the right, after the opening of the RFP, but prior to the start of evaluations of Proposals, to request a missing or corrupted item(s) of a Proposer. Proposer must provide said item no later than three (3) business days after such request is made by Lead Agency. Failure to provide these items shall result in the Proposer being deemed non-responsive, and its Proposal disqualified. Proposer must provide the following with its Proposals:

a. Documentation evidencing specialized experience in the delivery of products and demonstrate a capability to provide the products to the Cooperative entire geographical area (including, but not limited to Miami-Dade, Broward and Palm Beach Counties).

b. References of representative customers of comparable size and scope to the Cooperative for which the Proposer supplies product. Reference list must include names and addresses of each customer’s contact (email, phone number, address, etc.) and description of current business relationship.

c. Proof that Proposer can meet the included estimated product usage requirements of the Cooperative’s participating agencies. If the Proposer is not a fuel distributer (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

Responsibility. The following items shall be used by the City to evaluate each Proposer’s responsibility:

a. Licenses required for the services.

b. City reserves the right during evaluation and up to negotiations with the Successful Proposer to request financial information to determine Proposer’s financial solvency and ability to fulfill delivery of the product during the term of the contract.

c. Proposer’s past performance, including any feedback from references.

d. City will review the Proposer’s business organization to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Proposer’s response.

e. Disclose of any litigation within the past five (5) years arising out of your company’s performance. City reserves the right, at its sole discretion, to deem a Proposer non-responsible and disqualify the Proposer.

D. Participating Agencies

Refer to Attachment B - Delivery Locations-Tank Size.

E. Term of Contract

City reserves the right to negotiate up to a five-year contract with the Successful Proposer, renewals, or any term that the City deems best meets its needs and the needs of the Cooperative.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor must continue to deliver and provide services upon the request of the City's General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City. This paragraph shall survive the expiration of the contract.

F. Required Proposal Submittal

Submission/Format Requirements

Sealed Proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the Proposal: In order to maintain comparability and expedite the review process, it is required that Proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the company. The letter should present an overview of the Proposer's organization and will include the company's name, address, principal contact person for this Proposal, e-mail address, phone number, and fax number. A brief description of the company's history and corporate affiliations.

2. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

3. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the Proposal. Proposers should

describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

4. ***Contingency plan of action. Companies should describe a plan of action to*** **assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.**

5. Price Proposal*:* Submit your firm, fixed price Proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 “pricing methodology” with the Proposal response.

6. Proposers may include additional services, such as the ability of the Lead Agency and Cooperative to pre-purchase fuel or lease storage space for fuel as part of a comprehensive Emergency Plan.

7. Responsiveness and Responsibility items as described above.

8. Alternate Proposals:

   a. An option is afforded to all Proposers to submit, in addition to their original Proposal, an alternate Proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative Proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

   b. For the potential use of some participating agencies, the opportunity is afforded to all Proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
      i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
      ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

   c. Proposers wishing to provide an alternate Proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of

standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential Proposers shall become part of this RFP and any resulting contract.

City Forms:
The RFP Proposer Information Page Form must be signed by an authorized company representative and included with the Proposal that is electronically submitted through the City's eBid System.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division at (954) 786-4098. If the contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under this Contract.

Throughout the term of this Contract, Contractor and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

   a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Contract.

   b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	
__	owned	
__	hired	
__	non-owned	

REAL & PERSONAL PROPERTY		
__	comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY			Per Occurrence	Aggregate
XX	other than umbrella	bodily injury and property damage combined	$4,000,000	$4,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis		$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

a. Certificates of Insurance evidencing the required coverage;

b. Names and addresses of companies providing coverage;

c. Effective and expiration dates of policies; and

d. A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall 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 to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

The Successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award

of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified company. The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria:

	Criteria	Point Range
1.	**Company Qualifications and Capabilities** (Factors including but not limited to those identified below) • Fuel supply delivery capability from Port Everglades • Delivery capabilities, such as transportation fleet and personnel	0-35
2.	**Emergency Supply Capabilities** (Factors including but not limited to those identified below) • Control of storage facilities in Tri-County area, and surrounding Counties • Contingency plan of action • Availability of additional emergency storage outside the vicinity of the Tri-County area and surrounding Counties • Availability of trucks and drivers from outside the Tri-County and surrounding counties • Percentage of supply contracted with fuel terminals versus spot purchases based on supplied volume report	0-30
3.	**References** (Factors including but not limited to the following) • Years servicing each referenced customer • Number of locations that the Proposer services for the referenced customer and their capacity	0-10
4.	**Cost**	0-25
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company should submit documentation that evidences the company’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the Proposal and meet company representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three companies deemed to be the most highly qualified to perform the service. If three or fewer companies respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Right to Audit

Successful Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Successful Proposer or any of its payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective

date of the contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Successful Proposer pursuant to the contract.

City's agent or its authorized representative shall have access to the Successful Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Successful Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Successful Proposer pursuant to the contract.

K. Retention of Records and Right to Access

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   a. Keep and maintain public records required by the City in order to perform the service;

   b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

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

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

2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

3. The Successful Proposer shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Successful Proposer must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The Successful Proposer shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from companies that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

N. Independent Contractor

The Successful Proposer will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the Successful Proposer shall be by employees of the company and subject to supervision by the company, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this contract shall be those of the company.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the Successful Proposer's Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, 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 no evidence of any waiver or modification shall 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, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the delivery of product and services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

T. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred and twenty days (120) days from the closing date of this solicitation.

U. RFP Conditions and Provisions

The completed Proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a Proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All Proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this Proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the Proposal.

The City reserves the right to postpone or cancel this RFP, or reject all Proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all Proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of Proposals or for any work performed in connection therein.

V. Standard Provisions

2. Licenses

In order to perform public work, the Successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The Successful Proposer will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

If the Successful Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Successful Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Successful Proposer will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the Proposer will in no way relieve the company from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its Proposal without prejudice no later than the advertised deadline for submission of Proposals by using the “Retract” feature of the City’s eBid System..

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the Proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or

personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payments will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

W. Questions and Communication

Each Proposer will examine all Request for Proposal (RFP) documents and will judge all matters relating to the adequacy and accuracy of such documents. All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

X. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this Proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this Proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$._____	$._____
2	Diesel Fuel #2 Ultra Low Sulfur	$._____	$._____
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30-mile radius of Port Everglades only.	$._____ /each	$._____/each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per Section 2.1. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

7.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. Independent Contractor Relationship: The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. Certifications, Licenses and Permits: Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

RFP E-03-22			Attachment "B"	10/27/2021	
DIESEL FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copans Rd., Pompano Bch.	490,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	200,000	Below
BCFM			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	
			W Regional Courthouse	610	
			Medical Examiner	4,000	
			Booher Bldg.	1,000	
			EOC	15,000	
			BCGC West Tank 1	10,000	
			BCGC West Tank 2	10,000	
			1200 Garage	550	
			Gov. Center	2,000	
			Central Warehouse	275	
			NW Regional Library	100	
			Mental Health	375	
			N Homeless Shelter	310	
			Hughes Bldg.	100	
			African American Library	155	
			S Regional Maint Ctr	200	
	Roger Jeremiah	954 357-6112	Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315	527	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCFS	Dan Smith/Desiree Antonucci	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	10,000	Below
	Dan Smith/Patrick Irving	954 357-5443/5441	Fleet Svc Ctr #3 1600 Blount Rd., Pompano Bch 33069	16,000	Below
	Dan Smith	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Billy Catlow	954-831-0865	WWS 2555 W Copans Rd., Pompano Bch 33069	10,000	Below
	Brian McLaughlin	954 357-5181	CB Smith Pk 900 N Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Roger Underwood	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue,Ft. Lauderdale 33315	12,000	Below
	Sonia McKenzie	954 765-4062 x229	Mosquito Ctrl 1200 Airport Road., Pembroke Pines 33023	2,500	Below
	Staff	954-359-0792	Airport Fire Rescue 250 Tamiami Dr Gate 100, Ft. Lauderdale 33155	1,500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	500	Above
	Jeanette Howie/Jennifer Young	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood 33301	1,000	Above
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	City Hall, 201 W Palmetto Park Rd	1,000	Above
			BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
			Fire Station 1, 1151 N Federal Hwy	1,000	Above
			Fire Station 5, 2333 W Glades Rd	1,000	Above
			Police Services, 100 NW Boca Raton Blvd	2,000	Below
			6500 Bldg., 6500 Congress Ave.	6,000	Above
			Sugar Sand, 300 S Military Trail	550	Above
			Downtown Library, 400 NW 2nd Ave.	3,200	Above
			Spanish River, 3001 N Ocean Blvd.	250	Above
	Ramy Maharaj	561 338-7316	Tank 55A, 1401 Glades Rd dyed diesel	6,000	Above
		dyed diesel	Yamato Rd Generator Bldg. 2150 NW 51 St	6,000	Above
		dyed diesel	18th St. Booster Pump Sta, 1700 SW 18th St	2,000	Above
	Juan Garland	561 212-5402	Dredge-Boca Raton Inlet, A1A at Camino Real	1,000	Above
	Harri Mangroo	561 416-3382	Fire Support Generators, 800 Banyan Trail	2,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Fire Station 2 Generator - 903 W Palmetto Park Rd	500	Above
			Fire Station 3 Generator - 100 S Ocean Dr.	500	Above
			Fire Station 4 Generator - 351 NW 51 St	500	Above
			Fire Station 6 Generator - 1901 Clint Moore Rd.	400	Above
			Fire Station 7 Generator, 3001 W Yamato Rd.	500	Above
			Fire Station 8 Generator, 190 SW 18 St	500	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	24000	Below
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	24000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	24000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	24000	Below
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	24000	Below
SBBC diesel generators					
Arthur R. Ashe, Jr. Middle (primary public shelter)	Becky Edwards	(754) 321-4750	1701 NW 23 Avenue, Fort Lauderdale, FL 33311	389	
Atlantic Technical Center	Becky Edwards	(754) 321-4750	4700 Coconut Creek Parkway, Coconut Creek, FL 33063	250	
Attucks Middle	Becky Edwards	(754) 321-4750	3500 North 22 Avenue, Hollywood, FL 33020	550	
BECON/Instructional TV (mobile unit)	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	150	Above
BECON/Instructional TV (TV tower)	Becky Edwards	(754) 321-4750	4991 SW 28 Street, Hollywood, FL 33023	900	
Boyd Anderson High	Becky Edwards	(754) 321-4750	3050 NW 41 Street, Lauderdale Lakes, FL 33309	1060	
Broadview Elementary	Becky Edwards	(754) 321-4750	1800 SW 62 Avenue, Pompano Beach, FL 33068	75	
Central Park Elementary	Becky Edwards	(754) 321-4750	777 North Nob Hill Road, Plantation, FL 33324	250	
Coconut Creek High	Becky Edwards	(754) 321-4750	1400 NW 44 Avenue, Coconut Creek, FL 33066	366	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Glades High (primary public shelter)	Becky Edwards	(754) 321-4750	2700 Sportsplex Drive, Coral Springs, FL 33065	380	
Coral Park Elementary	Becky Edwards	(754) 321-4750	8401 Westview Drive, Coral Springs, FL 33067	1000	
Country Hills Elementary	Becky Edwards	(754) 321-4750	10550 Westview Drive, Coral Springs, FL 33076	500	
Country Isles Elementary	Becky Edwards	(754) 321-4750	2300 Country Isles Road, Weston, FL 33326	550	
Cresthaven Elementary	Becky Edwards	(754) 321-4750	801 NE 25 Street, Pompano Beach, FL 33064	250	
Cypress Bay High	Becky Edwards	(754) 321-4750	18600 Vista Park Blvd., Weston, FL 33332	500	
William Dandy Middle	Becky Edwards	(754) 321-4750	2400 NW 26 Street, Fort Lauderdale, FL 33311	370	
Dillard Elementary	Becky Edwards	(754) 321-4750	2330 NW 12 Court, Fort Lauderdale, FL 33311	250	
Dillard High Performing Arts	Becky Edwards	(754) 321-4750	2501 NW 11 Street, Fort Lauderdale, FL 33311	600	
Discovery Elementary	Becky Edwards	(754) 321-4750	8800 NW 54 Court, Sunrise, FL 33351	660	
Charles Drew Elementary	Becky Edwards	(754) 321-4750	1000 NW 31 Avenue, Pompano Beach, FL 33069	250	
Driftwood Middle	Becky Edwards	(754) 321-4750	2751 N 70 Terrace, Hollywood, FL 33024	390	
Blanche Ely High	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High Performing Arts	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	550	
Blanche Ely High (new campus wing)	Becky Edwards	(754) 321-4750	1201 NW 6 Avenue, Pompano Beach, FL 33060	700	
Endeavor Primary Learning Center Elementary	Becky Edwards	(754) 321-4750	2701 NW 56 Terrace, Lauderhill, FL 33313	172	
Everglades High (secondary public shelter)	Becky Edwards	(754) 321-4750	17100 SW 48 Court, Miramar, FL 33027	530	
Flamingo Elementary	Becky Edwards	(754) 321-4750	1130 SW 133 Avenue, Davie, FL 33325	119	
Forest Glen Middle	Becky Edwards	(754) 321-4750	6501 Turtle Run Blvd., Coral Springs, FL 33067	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	500	
Fort Lauderdale High	Becky Edwards	(754) 321-4750	1600 NE 4 Avenue, Fort Lauderdale, FL 33305	525	
Hallandale Elementary	Becky Edwards	(754) 321-4750	900 SW 8 Street, Hallandale Beach, FL 33009	400	
Hawkes Bluff Elementary	Becky Edwards	(754) 321-4750	5900 SW 160 Avenue, Southwest Ranches, FL 33331	450	
Heron Heights Elementary	Becky Edwards	(754) 321-4750	11010 Nob Hill Road, Parkland, FL 33076	500	
Hollywood Central Elementary	Becky Edwards	(754) 321-4750	1700 Monroe Street, Hollywood, FL 33020	300	
Hollywood Hills Elementary	Becky Edwards	(754) 321-4750	3501 Taft Street, Hollywood, FL 33021	390	
Hollywood Park Elementary	Becky Edwards	(754) 321-4750	901 North 69 Way, Hollywood, FL 33024	180	

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
James S. Hunt Elementary	Becky Edwards	(754) 321-4750	7800 NW 35 Court, Coral Springs, FL 33065	78	
Indian Ridge Middle (special needs public shelter) (2 each)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	500 (2 each)	
Indian Ridge Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1355 South Nob Hill Road, Davie, FL 33324	5200	
Indian Trace Elementary	Becky Edwards	(754) 321-4750	400 Indian Trace, Weston, FL 33326	250	
William T. McFatter Technical Center	Becky Edwards	(754) 321-4750	6500 Nova Drive, Davie, FL 33317	350	
McNicol Middle (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	1602 South 27 Avenue, Hollywood, FL 33020	5200	
Miramar Elementary	Becky Edwards	(754) 321-4750	6831 SW 26 Street, Miramar, FL 33023	270	
Miramar High	Becky Edwards	(754) 321-4750	3601 SW 89 Avenue, Miramar, FL 33025	365	
Mobile Unit (45 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	79	Above
Mobile Unit (80 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (125kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	150	Above
Mobile Unit (140kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	200	Above
Mobile Units (300 kW) (3 each)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400 (3 each)	Above
Mobile Unit (400 kW)	Becky Edwards	(754) 321-4750	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	400	Above
Mobile Unit (1750 kW)	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	2500	Above
Mobile Units (230kW) (3 each)	Becky Edwards	(754) 321-4750	Bad condition. Slated for salvage.	200 (3 each)	Above
Monarch High (primary public shelter)	Becky Edwards	(754) 321-4750	5050 West Wiles Road, Coconut Creek, FL 33073	366	
New Renaissance Middle (primary public shelter)	Becky Edwards	(754) 321-4750	10701 Miramar Blvd., Miramar, FL 33025	550	
New River Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	3100 Riverland Road, Fort Lauderdale, FL 33312	1100	
North Area Bus Terminal	Becky Edwards	(754) 321-4750	2300 NW 18 Street Pompano Beach, FL 33062	400	

					Location
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Name	Person	Phone #	Address	Capacity	Ground
Northeast High	Becky Edwards	(754) 321-4750	700 NE 56 Street, Oakland Park, FL 33334	1475	
Nova Eisenhower Elementary	Becky Edwards	(754) 321-4750	6501 SW 39 Street, Davie, FL 33314	500	
Olsen Middle	Becky Edwards	(754) 321-4750	330 SE 11 Terrace, Dania Beach, FL 33004	500	
Palm Cove Elementary	Becky Edwards	(754) 321-4750	11601 Washington Street, Pembroke Pines, FL 33025	270	
Park Springs Elementary	Becky Edwards	(754) 321-4750	5800 NW 66 Terrace, Coral Springs, FL 33067	250	
Henry D. Perry Middle	Becky Edwards	(754) 321-4750	3400 Wildcat Way, Miramar, FL 33023	560	
Pines Middle	Becky Edwards	(754) 321-4750	200 North Douglas Road, Pembroke Pines, FL 33024	366	
Pompano Beach Middle	Becky Edwards	(754) 321-4750	310 NE 6 Street, Pompano Beach, FL 33060	308	
Quiet Waters Elementary	Becky Edwards	(754) 321-4750	4150 West Hillsboro Blvd., Deerfield Beach, FL 33442	250	
Ramblewood Elementary	Becky Edwards	(754) 321-4750	8950 Shadowood Blvd., Coral Springs, FL 33071	145	
Riverland Elementary	Becky Edwards	(754) 321-4750	2600 SW 11 Court, Fort Lauderdale, FL 33312	250	
Riverside Elementary	Becky Edwards	(754) 321-4750	11450 Riverside Drive, Coral Springs, FL 33071	550	
Rock Island Elementary	Becky Edwards	(754) 321-4750	2350 NW 19 Street, Fort Lauderdale, FL 33311	389	
Safety Department	Becky Edwards	(754) 321-4750	4200 NW 10 Avenue, Fort Lauderdale, FL 33309	4000	
Sanders Park Elementary	Becky Edwards	(754) 321-4750	800 NW 16 Street, Pompano Beach, FL 33060	90	
Sandpiper Elementary	Becky Edwards	(754) 321-4750	3700 Noth Hiatus Road, Sunrise, FL 33351	550	
Sawgrass Springs Middle	Becky Edwards	(754) 321-4750	12500 West Sample Road, Coral Springs, FL 33065	500	
Sea Castle Elementary	Becky Edwards	(754) 321-4750	9600 Miramar Blvd., Miramar, FL 33025	250	
Sheridan Technical Center	Becky Edwards	(754) 321-4750	5400 Sheridan Street, Hollywood, FL 33021	280	
Silver Lakes Middle	Becky Edwards	(754) 321-4750	7600 Tam O'Shanter Blvd., North Lauderdale, FL 33068	137	
Silver Ridge Elementary	Becky Edwards	(754) 321-4750	9100 SW 36 Street, Davie, FL 33328	550	
Silver Trail Middle (primary public shelter) (2 each)	Becky Edwards	(754) 321-4750	18300 Sheridan Street, Southwest Ranches, FL 33331	500 (2 each)	
South Area Bus Terminal	Becky Edwards	(754) 321-4750	900 South University Drive, Pembroke Pines, FL 33025	500	
South Broward High	Becky Edwards	(754) 321-4750	1901 North Federal Highway, Hollywood, FL 33020	358	
South Plantation High	Becky Edwards	(754) 321-4750	1300 Paladin Way, Plantation, FL 33317	400	
Southwest Bus Terminal (Garage)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	2700	
Southwest Bus Terminal (Transportation Building)	Becky Edwards	(754) 321-4750	20251 Stirling Road, Southwest Ranches, FL 33332	3500	
Stirling Elementary	Becky Edwards	(754) 321-4750	5500 Stirling Road, Hollywood, FL 33021	250	

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Name	Person	Phone #	Address	Capacity	Ground
Marjory Stoneman Douglas High	Becky Edwards	(754) 321-4750	5901 Pine Island Road, Parkland, FL 33067	500	
Sunrise Middle	Becky Edwards	(754) 321-4750	1750 NE 14 Street, Fort Lauderdale, FL 33304	450	
Sunset Learning Center (special needs public shelter)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	350	
Sunset Learning Center (should be in the final year of a State of Florida-provided/filled tank after placement)	Becky Edwards	(754) 321-4750	3775 SW 16 Street, Fort Lauderdale, FL 33312	4100	
Sunshine Elementary	Becky Edwards	(754) 321-4750	7737 W La Salle Blvd., Miramar, FL 33023	315	
J.P. Taravella High	Becky Edwards	(754) 321-4750	10600 Riverside Drive, Coral Springs, FL 33071	500	
Technology and Support Services Center	Becky Edwards	(754) 321-4750	7720 West Oakland Park Blvd., Sunrise, FL 33351	4000	
Technology and Support Services Center Annex	Becky Edwards	(754) 321-4750	7770 West Oakland Park Blvd., Sunrise, FL 33351	194	Above
Tequesta Trace Middle	Becky Edwards	(754) 321-4750	1800 Indian Trace, Weston, FL 33326	500	
Vehicle Maintenance Department (fuel pumps)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	170	
Vehicle Maintenance Department (Main Office)	Becky Edwards	(754) 321-4750	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	500	
West Broward High	Becky Edwards	(754) 321-4750	500 NW 209 Avenue, Pembroke Pines, FL 33029	500	
West Hollywood Elementary	Becky Edwards	(754) 321-4750	6301 Hollywood Blvd., Hollywood, FL 33024	270	
Westglades Middle (special needs public shelter)	Becky Edwards	(754) 321-4750	11000 Holmberg Road, Parkland, FL 33076	612	
Westpine Middle	Becky Edwards	(754) 321-4750	9393 NW 50 Street, Sunrise, FL 33351	540	
Wilton Manors Elementary	Becky Edwards	(754) 321-4750	2401 NE 3 Avenue, Wilton Manors, FL 33305	250	
Winston Park Elementary	Becky Edwards	(754) 321-4750	4000 Winston Park Blvd., Coconut Creek, FL 33073	250	
K.C. Wright Administration Center	Becky Edwards	(754) 321-4750	600 SE 3 Avenue, Fort Lauderdale, FL 33301	4000	
Virginia Shuman Young Elementary	Becky Edwards	(754) 321-4750	101 NE 11 Avenue, Fort Lauderdale, FL 33301	300	

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Name	Person	Phone #	Address	Capacity	Ground
Walter C. Young Middle and Resource Center	Becky Edwards	(754) 321-4750	901 NW 129 Avenue, Pembroke Pines, FL 33028	580	
Zone 1 Physical Plant Operations (North Area)	Becky Edwards	(754) 321-4750	6501 NW 15 Avenue, Fort Lauderdale, FL 33309	500	
Broward County Sheriff	Brady Carbocci	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000	Below
			3801 NE 5th Ave, Oakland Pk	10,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	3,000	Above
			2200 S.W. 42nd St., Ft. Lauderdale	4,000	Above
			2610 S.W. 40th Ave., West Park	3,000	Above
			MM 35 Alligator Alley Weston	2,500	Above
			11251 SW 49 St., Cooper city	4,000	Below
			928 E. Hillsboro blvd., Deerfield Beach	4,000	Below
			1441 FAU Research Park Blvd., Deerfield Beach	20,000	Below
Coconut Creek, City of	Lorie Messer, Procurement	954 956-1584	4900 W Copans Rd., Coconut Creek, FL	14,900	Below
	Jessica Cannon, Fleet	954-956-1540			
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
City of Coral Gables	Steve Riley	305-460-5140	2151 Salzedo St. Coral Gables, 33134	17,900	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	10,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	6,000	Above
City of Coral Gables	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	600	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
City of Coral Gables	Steve Riley	305-460-5140	11911 Old Cutler Road, Coral Gables 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	1101 S. Greenway Drive, Coral Gables, 33134	500	Above
City of Coral Gables	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	1,300	Above
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	6,600	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above

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Name	Person	Phone #	Address	Capacity	Ground
			10300 NW 11th Manor Coral Springs, FL.	2,500	Above
			10300 NW 11th Manor Coral Springs, FL.	550	Above
			10300 NW 11th Manor Coral Springs, FL.	6,000	Above
			10300 NW 11th Manor Coral Springs, FL.	4,000	Above
			10300 NW 11th Manor Coral Springs, FL.	8,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	3855 Coral Ridge Dr.	500	Above
			Forest Hill blvd & NW 24th St.	2000	Above
			4181 NW 121st Ave	2000	Above
			4180 NW 120th Ave	3000	Above
			2801 coral Springs dr.	1000	Above
			102nd Ave Mullins park	1500	Above
			6400 W. Sample rd.	300	Above
			3952 Turtle Run blvd.	250	Above
			9500 W. Sample rd.	12,000	Above
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
			4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Bill Castelli	954 345-2143	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
	Eric Beyer	954 345-2195	8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	10,000	Below
			1201 Stirling Rd., Dania Beach, FL	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	John Cheseborough	954 421 5013	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below

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Name	Person	Phone #	Address	Capacity	Ground
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave. Ft. Lauderdale	18,000	Below
			38th St. 949 NW 38th St., Ft. Lauderdale	18,000	Below
			Lohmyer: 1401 SE 21st St. Ft. Lauderdale	9,000	Above
			Station 53: 220 Executive Airport Way, Ft. Lauderdale	3,490	Below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd. Public Safety Station 1	2,000	Above
Hallandale Beach, City of	Yamil Lobo, Fleet Manager	954 457-1614	630 NW 2nd St.	(3)10,000	Below
				(1)10,000	Above
			400 S. Federal Highway	(1)1,000	Above
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL	500	Above
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	500	Above
	Larry Breighner	954 967 4550	City Hall, 2600 Hollywood Blvd	4,000	Below
	Larry Breighner	954 967 4550	Public Works Admin, 1600 S. Park Road	350	Above
	Carlos Aguilera	954-967-4230	Lift Station E-8, 1600 S. Park Road	150	Above
	Carlos Aguilera	954-967-4230	Water Treatment Plant, 3441 Hollywood Blvd	24,000	Above
	Carlos Aguilera	954-967-4230	Portable Water Pump/Storage, 2400 N 68th Ave	3500	Above
	Bill Cliff	954 967 4550	WasteWater Treatment Plant, 1621 N. 14th Ave	65,000	Above
	Bill Cliff	954 967 4550	Police Headquarters, 3250 Hollywood Blvd.	2800	Below
	Dockmaster Matthew Domke	954-632-0953	Marina, 700 Polk Street	allons Red Dye Diesel	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No 74 & EOC, 2741 Stirling Road	2476	Below
	Lt. Brian Cooke	863-610-0350	Fire Station No.5, 1819 N. 21 Avenue	2000	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 31, 3401 Hollywood Boulevard	1200	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 45/Training, 3400 N. 56 Avenue	1500	Above
	Lt. Brian Cooke	863-610-0350	Fire Station No. 105, 1511 S. Federal Hwy	1000	Above
	Lt. Brian Cooke	863-610-0350	Shop/Garage, 3400 N. 56 Avenue	540	Above

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Name	Person	Phone #	Address	Capacity	Ground
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319	4,000	Above
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	4,000	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	500	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	300	Above
Lighthouse Point, City of	Charles Schramm	954-946-7386	3701 NE 22nd Avenue	1,000	Above
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
	Giovanni Batista	954 972-8126	5790 Margate Blvd.	1,500	Above
	Giovanni Batista	954 972-8126	6009 NW 10 St	1,500	Above
	Wendell Wheeler	954 972-0828	980 NW 66 Ave.	2 x 5,000	Above
	Wendell Wheeler	954 972-0828	5650 NW 29 St.	1,000	Above
	Wendell Wheeler	954 972-0828	6630 NW 9 St.	2 x 12,000	Above
	Wendell Wheeler	954 972-0828	901 NW 66 Ave.	1,200	Above
Miami, City of	Reymon Solits	305 329-4895	1390 NW 20 St	2 x 15,000	Above
Miami Gardens, City of	Dan Perez	305 474-1488	1020 NW 163 Dr.	2,000	Above
	Dan Perez	305 474-1488	18541 NW 27th Ave	5,000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	(AST-4) 10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	(UST-2) 6,000	Below
			13900 Pembroke Rd.	(EAST7) 10,000	Above
			13900 Pembroke Rd.	(AST-5) 3,000.	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	10,000	Below
	Paul Vida	305-953-2854	12098 NW 11 Avenue	2,000	Above

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Name	Person	Phone #	Address	Capacity	Ground
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST., NMB, FL. 33162	10,000	Above
		305-948-2973	2101 NE 159 ST., NMB, FL. 33162	1,000	Below
	Pedro Melo	305-684-1177	2251 NW 175 Street Miami Gardens FL 33056	2,000	Above
	Diego	678-877-7643	2101 NE 159 ST., NMB, FL. 33162	1,000	Above
		678-877-7643	1312 NW 188TH St Miami gardens 33169	1,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	8,000	Above
		678-877-7643	19150 NW 8TH Ave Miami Gardens 33169	12,000	Above
N Palm Beach, Village of	Chief JD Armstrong	561 882-1141	560 US Hwy 1	500	Above
	Capt. Andrew Lezza	561 841-3319			
	Dennis Nentwick	561 644-5311	645 prosperity Farms Rd	4,000	Below
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd., W Palm Beach	3x 20,000	Below
			7071 Garden Rd, Riviera Beach	20,000	Below
			1302 SW 30th Ave, Boynton Beach	2 x 10,000	Below
			1901 NW 16th St, Belle Glade	2 x 10,000	Below
			420 Business Pkwy, Royal Palm Beach	4 x 5,000	Above
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.	6,000	Below
			FS #2 300 S County Rd.	6,000	Below
			FS #3 2185 S County Rd.	2,200	Above
	Billy Loihle	561 533-1170	Par 3 Golf Course 2345 S Ocean Blvd.	4,000	Below
	Tim Mclaughlin	561 227-7017	Pinewalk #1 Cocoanut row	500	Above
			1279 Skees Road	500	Above
			PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
	Reggie Williams	561 227 7053	D-9 Pump Station 306 Mediterranean	2,000	Above
			D-10 Pump Station 1060 North Lake Way	2,500	Below
			D-2 Pump Station 1248 N Lake Way	3,000	Above
			D-8 PS 275 County Club at N Lake Way	2,000	Above
			D-4 Pump Station 445 N Lake Way	2,000	Above
			D-3 Pump Station 315 Tangier Ave	2,200	Above

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Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			D-12 Pump Station 269 Seminole Ave	1,000	Above
			D-14 Pump Station 16 S Lake Trail	1,500	Above
			D-16 Pump Station 256 Jungle Rd	540	Above
			D-18 Pump Station 362 El Brillo Way	540	Above
			D-17 Pump Station 175 Clarendon Ave	540	Above
			A-7 Pump Station 201 Island Dr	1,500	Below
			A-6 Pump Station 300 S Lake Dr	600	Below
			S-2 Pump Station 9 Lake Trail	1,000	Below
			A-39 Pump Station 2171 S Ocean	1,000	Above
			A-41 Pump Station 2478 S Ocean	500	Above
			A-42 Pump Station 3100 S Ocean	600	Below
			A-43 Pump Station 3401 S Ocean	500	Above
			Police Station (generator) 345 S County Rd	1,000	Below
			Town Hall (generator) 360 S County Rd	600	Below
			PW (generator) 951 Old Okeechobee Rd	500	Above
			Recreation Ctr (generator) 340 Seaview Ave	500	Above
			D-7 Storm Station Australian (Docks)	6,000	Below
			D-6 Storm Station 302 S Lake Dr	2,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	3000	Above
Pembroke Park, Town of	Todd Larson	954 966-4600 ext 238	Coca Cola List Station 3350 Pembroke Rd	500	
			Stormwater Carolina St, 2156 S Park Rd	2,000	
			Stormwater 24th St., 2400 S Park Rd	500	
			Master Lift Station, 2700 S Park Rd	500	
			Watkins Elem Sch, 5500 SW 52 Ave	500	
			Peninsula, 5000 W Hallandale Bch Blvd	500	
			Town Hall Portable Attached, 3150 SW 52 Ave	200	
			Town Hall Portable Back, 3150 SW 52 Ave	500	
			Stormwater 25 St, 2500 S Park Rd		
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	8000	Below

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Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-North - 901 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Bus Depot-South - 1001 Poinciana Drive	10000	Above
	Mark Gomes	954 518-9020	Howard Forman Health Campus-North - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-South - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-East - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Holly Lakes-West - 21801 NW 7 Manor	12000	Above
	Mark Gomes	954 518-9020	Fire Training Facility - 1100 SW 208 Avenue	10000	Above
	Mark Gomes	954 518-9020	Fire Station #33 - 600 SW 72 Avenue	500	Above
	Mark Gomes	954 518-9020	Fire Station #79 - 19900 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #89 - 13000 Pines Boulevard	1000	Above
	Mark Gomes	954 518-9020	Fire Station #99 - 16999 Pines Boulevard	500	Above
	Mark Gomes	954 518-9020	Fire Station #101 - 6057 SW 198 Terrace	10000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	2,000	Above
			770 NW 91st Ave Plantation FL 33324	4,000	Above
			750 NW 91st Ave Plantation FL 33324	30,000/16,500	Above
			750 NW 91st Ave Plantation FL 33324	3,500	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			6500 NW 11th Place Plantation FL 33313	10,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			500 NW 65th Ave Plantation FL 33313	12,000	Above
			4751 NW 6 CT Plantation FL 33317	1,179	Above
			700 NW 91st Ave Plantation FL 33324	4,000	Above
			700 NW 91st Ave Plantation FL 33324	1,000	Above
			700 NW 91st Ave Plantation FL 33324	10,000	Above
			700 NW 91st Ave Plantation FL 33324	20,000	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			9151 NW 2ND ST, PLANTATION, FL 33324	500	Above
			451 NW 70TH TER, PLANTATION, FL 33317	2,000	Above
			401 NW 70TH TER, PLANTATION, FL 33317	630	Above
			750 NW 91ST AVE, PLANTATION, FL 33324	1,500	Above
			400 NW 73RD AVE, PLANTATION, FL 33317	4,000	Above
			301 NW 46TH AVE, PLANTATION, FL 33317	650	Above
Pompano Beach	Forrest Hall	954 786-4109	1190 NE 3rd Ave.	2 x 12,000	Below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	15,000	Below
				9,000	Below
Southwest Rances, Town of	Sandy Luongo	954-343-0008	Town Hall, 13400 Griffin Rd, Southwest Ranches,FL 33331	1,325	Below
				1,000	Below
			Fire Station, 17220 Griffin Road Southwest Ranches,FL 33331	595	Below
Sunny Isles Beach, City of	Purchasing	(305) 792-1707	18070 Collins Avenue, Sunny Isles Beach, FL 33160	2,000	Above
	Fabricio Volpi, Public Works Superintendent	(305) 792-1930	"	"	"
	Nicholas Douglias, Fleet Maintenance Manager	(305) 792-1946	"	"	"
Sunrise, City of	Jose Alvarez	954 572-2424	4350 Springtree Dr.	2 x 15,000	Above
			4350 Springtree Dr.	10,000	Above
	Fred McDonald	954 888-6003	14150 NW 8 St.	2 x 12,000	Above
			14150 NW 8 St.	10,000	Above
			14150 NW 8 St.	10,000	Below
	Hugo Alagic	954 434-6900	15400 Water Mill Rd., Davie	3,000	
	Steve Kane	954 572-2290	8150 Springtree Dr.	15,000	
	Hameed Khan	954 577-1145	Public Safety Complex, 10440 W Oakland Park Blvd	10,000	Above
	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	15,000	Below
	Orlando Morales	954 746-3295	City Hall 10770 W Oakland Park Blvd.	3,000	Above
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Diego Santana	954 572-2385	3001 NW 104 Terrace	1,000	Above
	Diego Santana	954 572-2393	14201 NW 2nd St. (Pump Station #8)	5,000	Above
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complex 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727	PSAC Complex 6001 Nob Hill Rd.	1,000	Above
			10101 State Street	1,000	Above
			FS 15, 6000 Hiatus Rd.	3,000	Above
			FS 36, 7499 NW 72 Street	2,000	Above
			FS 41, 7501 NW 88 Ave.	1,000	Above
			FS 78, 4801 N Comm. Blvd.	2,000	Above
			City Hall 7525 NW 88 Ave.	1,000	Above
			BSO 7515 NW 88 Ave.	1,000	Above
			Pump Sta. East 6601 Southgate Blvd	2,000	Above
			Pump Sta. Central 8801 Southgate Blvd.	2,000	Above
			Pump Sta. West 10801 Southgate Blvd.	2,000	Above
	Anthony Licata	954 597-3777	Water Treatment Plant, 7803 61st St.	8,000	Above
			7750 NW 100 Ave.	2,000	Above
			4191 W Commercial Blvd.	2,000	Above
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
	Karla Berroteran, Plant Superintendent	561-753-2465	Water Treatment Facility - 1100 Wellington Trace	12,000 gal.	Above
			2nd tank	12,000 gal.	Above
			Booster Pump Station #1- 2901 Ousley Farms Rd.	1,000 gal.	Above
			Booster Pump Station #2- 11011 Lake Worth Rd.	3,500 gal.	Above
			Wells 29&30 - 8250 Forest Hill Blvd.	4,000 gal.	Above
	Bryan Gayoso - Plant Superintendent	561-753-2481	Water Reclamation Facility 11860 Pierson Rd.	4,000 gal.	Above
				4,000 gal.	Above
				12,000 gal.	Above
	Terry Narrow - Superintendent	561-791-4128	Pump Station #2 - 6090 140th Ave S	2,000 gal.	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
			Pump Station #3 - 12990 Forest Hill Blvd.	2,000 gal.	Above
			Pump Station #4 - 54 Ousley Farm Rd.	2,000 gal.	Above
			Pump Station #6 - 11075 Acme Rd.	2,000 gal.	Above
			Pump Station #7 - 15 Flying Cow Rd.	5,200 gal.	Above
			Pump Station #8 - 14900 Pierson Rd.	2,000 gal.	Above
			Pump Station #9 - 4499 Flying Cow Road	4,000 gal.	Above
West Palm Bch, City of	Dave Persad	561 822-2124	City Complex, 1045 Charlotte Ave	12,000	Below
			Water Treament Plant (WTP)1009 Banyan Blvd		
			WTP-Day Tank (North)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (Mid)1009 Banyan Blvd.	500	Above
			WTP-Day Tank (South) 1009 Banyan Blvd.	500	Above
			WTP-Emer Generator(North) 1009 Banyan Blvd	20,000	Above
			WTP-Emer Generator(South) 1009 Banyan Blvd	20,000	Above
			VALLEY FORGE RE-PUMP	750	Above
			CUMBERLAND RE-PUMP	2,000	Above
			KAYE ST RE-PUMP	750	Above
			ST MARYS RE-PUMP	4,000	Above
			IBIS RE-PUMP	2,000	Above
			PALM BEACH RE-PUMP	200	Above
	Dave Persad	561 822-2124	Renaissance Em-generator 1045 Charlotte Ave	3,400	
	Guy Montante	(561) 804-4705	Fire Station #5, 700 N. Congress Ave	12,000	Below
			Fire Station #7, 8011 Okeechobee Blvd	2,800	Above
			Other Fire Stations (5 Ea.)	5 x1000	Above
	Ed Shelton	(561) 662-2463	ECRWRF 4375 Easley Drive	150,000	Above
				500	Above
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

RFP E-03-22			Attachment "B"		
UNLEADED FUEL DELIVERY LOCATIONS					
					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
BCTD	Staff	954 357-8423	3201 W Copans Rd., Pompano Bch.	20,000	Below
	Staff	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Staff	954 357-6477	Fleet Superintendent - Cell 954 445-2941		
	Staff	954 357-5460/5458	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Lauderdale 33315	20,000	Below
	Staff	954 357-5443/5441	Fleet Svc Ctr #3 1600 NW 30th Ave (Blount Rd), Pompano Bch 33069	26,000	Below
	Staff	954 357-5342	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Lauderdale 33332	10,000	Below
	Staff	954-831-0865	WWS 2555 W. Copans Rd, Pompano Bch 33069	10,000	Below
	Staff	954 359-1251/1250	Aviation East 3400 SW 2nd Avenue, Ft. Lauderdale 33315	12,000	Below
	Staff	954 357-5181	CB Smith Pk 900 N. Flamingo Rd. Pembroke Pines 33028	6,000	Below
	Staff	954 765-4062 x229	Mosquito Ctrl 1200 W. Airport Road, Pembroke Pines 33023	2,500	Below
	Staff	954 357-8840/8759	TY Park 3300 N Park Rd., Hollywood	2,500	Below
Boca Raton, City of	Robin Annexstein	561 393-7880	Purchasing Contact		
	Harri Mangroo	561 416-3382	Fire Station 5, 2333 W Glades Road, Boca Raton 33431 - UNLEADED	1,000	Above
	Harri Mangroo	561 416-3382	BCGRC Golf Course, 17751 Boca Club Rd.	700	Above
Broward Cty School Bd.	Mark Alan	754 321-0507	Purchasing Contact		
SBBC School Bus Terminals					
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3895 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Vehicle Maintenance Department	Tony Verdejo	(954) 850-3725	2300 NW 18 Street Pompano Beach, FL 33062	12000	Below
Vehicle Maintenance Department	Dennis Freemyer	(954) 242-0278	900 South University Drive, Pembroke Pines, FL 33025	12000	Below
Vehicle Maintenance Department	Rudy Beckles	(954) 242-0413	2320 College Avenue, Davie, FL 33317	12000	Below
Vehicle Maintenance Department	Dennis James	(954) 812-8601	3810 NW 10 Avenue, Fort Lauderdale, FL 33309	12000	Above
Vehicle Maintenance Department	Mike Kriegel	(754) 321-4460	20251 Stirling Road, Southwest Ranches, FL 33332	12000	Below
Broward County Sheriff	Scott Barnett	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	25,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	Below
				12,000	Below
			3801 N.W. 5th Ave., Oakland Park	12,000	Below
			3300 SW 4th Ave., Ft. Lauderdale	1,000	Above
			2200 SW 42nd St., Ft. Lauderdale	1,000	Above
			2610 SW 40th Ave., West Park	1,000	Above
			MM 35 alligator Alley, Weston	1,000	Above
			11251 SW 49th St., Cooper City	12,000	Below
			928 E. Hillsboro Blvd., Deerfield Beach	4,000	Below
Coconut Creek	Lorie Messer	954 956-1584	Purchasing Contact: 4800 W Copans Rd.		
	Suzanne Monnington	954-956-1540	Fleet Services Contact: 4900 W. Copans Rd	19,700	Below
Cooper City, City of	Roland Berrios	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Gables, City of	Steve Riley	305-460-5140	2800 SW 72nd Ave, Miami 33155	12,000	Above
Coral Gables, City of	Steve Riley	305-460-5140	525 S. Dixie Hwy, Coral Gables, 33134	8,000	Below
Coral Springs Improvement Dist.	Joe Stephens	954-796-6667 work	10300 NW 11th Manor Coral Springs, Fl	2,500	Above

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Coral Springs, City of	Alan DiStefano	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	30,000	Above
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
Dania Beach, City of	Thomas Goodman	954 924-3744	1201 Stirling Rd., Dania Beach, FL	4,000	Below
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below
Deerfield Beach, City of	German Cardona	954 420 5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
Ft. Lauderdale	Sandy Leonard	954 828-5781	Central: 220 SW 14th Ave., Ft. Lauderdale	3 x 18,000	below
			38th St: 949 NW 38th St., Ft. Lauderdale	3 x 18,000	below
			Lauderdale Memoridal Park: 2001 SW 4th Ave Fort Lauderdale	500	Above
Greenacres, City of	Monica Powery	561 642-2039	5800 Melaleuca Lane, City Hall	2,000	Above
	Mike Wilson	561 642-2084	2995 Jog Rd., Fire Rescue Station 94	2,000	Above
Hallandale Beach, City of	Joseph Martinez, Fleet Manager	954 457-1614	630 NW 2 St.	2 x 10,000	Below
	Melanie VeLazquez, Warehouse	954 457-1613			
Hillsboro Beach, Town of	Jim Pugliese	954-427-6600	1210 Hillsboro Mile Hillsboro Beach, FL 33062	4,000	Below
Hollywood, City of	Joel Wall	954 967-4555	1600 S Park Rd.	3 x 10,000	Below
	Joel Wall	954 921-3260	1112 N Ocean Dr.	2 x 500	Above
	Matthew Domke	954-632-0953	Hollywood Marina, 700 Polk Street	10,000 REC 9	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,500	Above
			3463 NW 43 AV Lauderdale Lakes FL 33319		

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
Lauderhill, City of	Manny Cerezo	954 790-2966	1919 NW 55 Ave.	12,750	Below
Lighthouse Point, City of	Charles Schramm	954-946-7386	4730 NE 21st Terrace	4,000	Below
Margate, City of	Giovanni Batista	954 972-8126	102 Rock Island Road	10,000	Below
Miami, City of	Reymon Soltis	305 329-4895	1390 NW 20 St	15,000	Above
	Juan Carlos Porta	305 361-3316	Marine Stadium Marina, Virginia Key	2 x 2000	Above
Miramar, City of	Robert Samuel	954 548-0460	13900 Pembroke Rd.	10,000	Above
		or 954 883-5824	13900 Pembroke Rd.	12,000	Below
			13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	10,000	Above
N Miami, City of	Jeff Geimer	305 895-9870	1855 NE 142 St.	2 x 10,000	Below
N Miami Bch, City of	James Cotton	305-948-2973	2101 NE 159 ST, NMB, FL. 33162	10,000	Above
N Palm Beach, Village of	Denis Nentwick	561 644-5311	645 Prosperity Farms Rd	10,000	below
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd.	6,000	Below
	Loretta Mellon	561-227-7044	PW Vehicle Maint. 951 Old Okeechobee Rd	500	Above
Palm Beach County School Dist	Morris Simpson	561 434-8172	3376 Summit Blvd. W. Palm Beach	20,000	Below
			7061 Garden Rd, Riviera Beach	10,000	Below
			1901 NW 16th St, Belle Glade	10,000	Below
			1302 SW 30th Ave, Boynton Beach	1,000	Above
Palm Springs, Village of	Angela Thul	561 434-5122	Main water Plant 360 Davis Rd	6000	Above
Pembroke Pines, City of	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Mark Gomes	954 518-9020	Public Safety (Police HQ / Fire Station #69) - 9500 Pines Boulevard	12000	Below
	Mark Gomes	954 518-9020	Howard Forman Health Campus-South - 911 Poinciana Drive	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant-North - 13955 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	Waste Water Treatment Plant Compound - 13975 Pembroke Road	12000	Above
	Mark Gomes	954 518-9020	West Pines Police Sub-Station - 18400 Johnson Street	12000	Above
Plantation, City of	Charles Spencer	954-797-2647	Purchasing Contact		
			451 NW 70th Ter Plantation FL 33317	12,000	Below
			770 NW 91st Ave Plantation FL 33324	10,000	Below
			750 NW 91st Ave Plantation FL 33324	15,000	Above
			570 West Tropical Way, Plantation FL 33317	500	Above
Pompano Beach, City of	Forrest Hall	954 786-4033	1190 N.E. 3rd Ave., Bldg. A	12,000	below
Riviera Beach, City of	Lance Moss	561 845-4141	2391 Avenue L	2 x 15000	Below
	David Danford	561-845-4051	800 W Blue Heron Blvd	12,000	Below
		561-845-4051	5020 N Singer Island	1,700	Above- Smal
		561-845-4051	909 Avenue U	2,000	Above
		561-845-4051	909 Ave U	2,500	Above- Smal
		561-845-4051	2051 Avenue H, West	1,000	Above
		561-845-4051	6522 Haverhill Road	2,500	Below
Sunrise, City of	Hameed Khan	954 577-1145	5580 NW 108th Ave. Fueling Facility	20,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below

					Location
					Above or
Entity	Contact		Delivery	Tank	Below
Name	Person	Phone #	Address	Capacity	Ground
	Steve Kane	954 747-4633	8150 Springtree Dr.	250	Below
Tamarac, City of	Imran Khan	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
	Rodney Sims	954 597-3727			
Village of Wellington	Luis Huertas - Fleet Superintendent	561-791-4129	14001 Pierson Rd.	20,000 gal.	Below
West Palm Bch, City of	Mario Guzman	561 822-2122	City Complex, 1045 Charlotte Ave	19,000	Below
Weston, City of	Karl Thompson	954 385-2600	2599 S Post Rd.	10,000	Below

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-13-17

Description/Title: UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Initial Contract Term: Start Date: March 15, 2017 End Date: March 14, 2020

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 2 years (Period of Time)

Renewal No. 1 Start Date: March 15, 2020 End Date: March 14,2022

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Port Consolidated Inc.

Vendor Address: 3141 Se 14th Ave.

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com;

Website: _____ FEIN: 59-1173292

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: March 15,2017 Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 **LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060

Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com

Telephone: 954-786-5504 Fax: _____

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Org. 19

ORDINANCE NO. 2017-32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 28th day of February, 2017.

PASSED SECOND READING this 14th day of March, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
2/16/17
L:ord/2017-132

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

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CONTRACT

THIS AGREEMENT is made and entered into this 15th day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Port Consolidated, Inc.
Donald R. Carlton, Jr., President
P. O. Box 350430
Fort Lauderdale, Florida 33335

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

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

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

Christine Kendel

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

KERVIN ALFRED
Notary Public - State of Florida
Commission # GG 000246
My Comm. Expires Sep 21, 2020
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

Witnesses:

By: _____

Print Name: Donald R. Carlton Jr.

Title: President

Business License No. 795 718

Joseph R Jiska
(Print or Type Name)

Karen Alvarez
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R CARLTON JR as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

BRENDA J. AYERS
Notary Public - State of Florida
Commission # FF 921372
My Comm. Expires Oct 9, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

BRENDA J. AYERS
(Name of Acknowledger Typed, Printed or Stamped)

FF 921372
Commission Number

/jrm
2/21/17
l:agr/genl srvs/2017-382

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products *with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership*, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2nd Ave, 6th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.

2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.

    a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.

3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.

4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.

5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of ***each participating agency*** on a monthly basis.

6. ***Contingency plan of action. Firms should describe a plan of action to*** **assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.**

7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.

8. Alternate Proposals:

a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:

i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.

ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance

    a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

    b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		Limits of Liability		
GENERAL LIABILITY:		Minimum $2,000,000 Per Occurrence and $2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis				
XX	comprehensive form	bodily injury and property damage		
XX	premises - operations	bodily injury and property damage		
__	explosion & collapse hazard			
__	underground hazard			
XX	products/completed operations hazard	bodily injury and property damage combined		
XX	contractual insurance	bodily injury and property damage combined		
XX	broad form property damage	bodily injury and property damage combined		
XX	independent contractors	personal injury		
XX	personal injury			
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate		
AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX	comprehensive form			
__	owned			
__	hired			
__	non-owned			
REAL & PERSONAL PROPERTY				
__	comprehensive form	Agent must show proof they have this coverage.		
EXCESS LIABILITY			Per Occurrence	Aggregate
__	other than umbrella	bodily injury and property damage combined	$1,000,000	$1,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis		$2,000,000	$2,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

   a. Certificates of Insurance evidencing the required coverage;

   b. Names and addresses of companies providing coverage;

   c. Effective and expiration dates of policies; and

   d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall 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 to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	Criteria	Point Range
1.	**Firm Qualifications and Capabilities** (Factors including but not limited to the following) • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed	0-40
2.	**Emergency Supply Capabilities** (Factors including but not limited to the following) • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage	0-20
3.	**References** (Factors including but not limited to the following) • Years experience • Number of Locations	0-10
4.	**Cost**	0-30
	Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, 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 no evidence of any waiver or modification shall 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, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

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

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   i. Keep and maintain public records required by the City in order to perform the service;

   ii. Upon request from the City's custodian of public records, provide the City with a copy of 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;

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

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

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

_____

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

February 15, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
Transport	+ 0.007	+ 0.007
Tankwagon	+ 0.089	+ 0.089

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan - 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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3141 SE 14th Ave. • P.O. Box 350430
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January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

20264

GUARANTEED SUPPLY AGREEMENT

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company LP ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("**Port Consolidated**"). a Florida corporation with offices at 3141 SE 14th Avenue. Fort Lauderdale, Florida 33316.

1. **Definitions.** "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

2. **Term.** The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

3. **Quantity.** **(A)** During each Month, **Port Consolidated** shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. **(B)** During each 10-Day Period, **Port Consolidated** shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. **(1)** MPC shall not guarantee availability of Product for **Port Consolidated's** purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. **(2)** During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward **Port Consolidated's** obligation to purchase the Monthly Volumes. **(C)** In the event the needs of **Port Consolidated** increase beyond the volumes specified in the table below, **Port Consolidated** shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability. and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125.000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
TOTAL MONTHLY VOLUME				**5,300,000**

4. **Price.** The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and **Port Consolidated** waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

5. **Remedies.** **(A)** MPC will, at its sole discretion, invoice **Port Consolidated** on a monthly basis an underlifting fee of $.0300 per gallon not lifted if **Port Consolidated** fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. **Port Consolidated** shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. **(B)** MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, **Port Consolidated** fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. **(C)** If a supply interruption occurs at a Terminal, MPC may request **Port Consolidated**, to the extent logistically feasible, to lift Products at another MPC Terminal.

6. **General.** **(A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT**, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. **(B)** The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. **(C)** This Agreement has been executed in two original counterparts. **(D) Port Consolidated** has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by **Port Consolidated** without the express written consent of MPC is a material breach of this Agreement.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Ken Mauk

Title: Southern Region Manager

APPROVED AS TO FORM
10/31/16

Port Consolidated, Inc.

By:

Title: President

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

(Revised 8/1/2016)

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company LP ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

1. Payment. Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

2. Taxes. Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

3. Delivery. All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, fleeting, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

4. Quantity and Inspection. Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shoretank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

5. Compliance With Laws. Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

6. Safety and Health. Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling and using each of the Products. SDS for Products are available at the following internet address: http://www.marathonpetroleum.com /brand/products/sds/. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

7. Warranties. Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

8. Claims. All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. Limitation of Liability. IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Force Majeure and Allocation. Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. Indemnity. Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

12. Default. Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

(Revised 8/1/2016)

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

13. Export Sales. For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

14. Trademarks. Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

15. General. (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.

Chevron

Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **November 01, 2016**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **November 04, 2016**, and shall end on **October 31, 2017**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

~~Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.~~

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Seller's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

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deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). . Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply/demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

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11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:

- "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
- "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
- "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
- Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
- "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: _____ 11/1/2016
Attorney in Fact
Desmond Johnson,
Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED INC

By: _____

Title: _____

Chevron

Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (S/gal)	DIFF Dyed (S/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	250,000	275,000		2 3 4		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONV DF2	1,000,000	1,100,000		1 2 3 4		
1107	ORLANDO FL TRM KINDER MORG AN	Truck	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	116,667	128,333		1 2 3 4		

Pricing Provisions :

1. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades. Chevron will use the quote for the newer season.*
2. *OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL). During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.*
3. *OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).*
4. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using **prior day** pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1500 Louisiana Street
Houston , TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn.Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

Indigo energy

PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("***Agreement***"), dated to be effective as of October 1, 2016 (the "***Effective Date***"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("***Buyer***"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("***Seller***"). Each of Buyer and Seller is referred to herein individually as a "***Party***" and collectively, as the "***Parties***."

1. Term. The term of this Agreement (the "***Term***"), shall be from the Effective Date through September 30, 2017 (the "***Expiration Date***").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "***Products***", and each individually, a "***Product***"), in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "***Monthly Volume***"), and total aggregate gallons (the "***Total Volume***") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "***Delivery Point***") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than **90%** and not more than **110%** of the Monthly Volume at each Delivery Point (the "***Volume Range***"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than **110%** of the ratable weekly portions of, or more than **110%** of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the " ***Price***"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "***Fees*** "): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the " ***Underlift Notice***"), Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "***Adjusted Monthly Volume***"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

b. *Counterparts; Facsimile* Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

[*signatures commence on following page*]

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

BUYER:

PORT CONSOLIDATED, INC.

By: _____
Name: Donald Carlton
Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By: _____
Name: David Mansfield
Title: Director of Sales

Notice to Buyer:
Port Consolidated, Inc.
Attn: Don Carlton
P.O. Box 350430
Fort Lauderdale, FL 33335-0430
Fax: (954) 527-1191

Notice to Seller:
Indigo Energy Partners, LLC
Attn: ~~Blake Shirley~~ David Mansfield
P.O. Box 2535
Gainesville, GA 30005
Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

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EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

PLATTS	= Platt's Oilgram Price Report.
Same Day	= Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 – US10454#FPRT Evgds FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
			APR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
			Total	12,600,000

* Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

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Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
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10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17 (number), Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.019	$ (+) 0.089
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.019	$ (+) 0.089
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point.Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.

4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

6.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

A. **Compliance with Laws and Codes**: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

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Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____ months, beginning on _____ and ending on _____.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986. 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County: (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature, No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

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pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of ladings for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

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A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

Don Carlton
Port Consolidated

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
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January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36th Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14th, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15th Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Canton
President
Port Consolidated

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	3900012
ULTRA LOW SULFUR DSL FUEL	11,385,089	13,937,291	14,391,968	9,147,096	48,861,444
GASOHOL 87 ETHANOL 10%	8,472,479	8,283,396	8,710,573	6,918,744	32,385,192
DYED ULTRA LOW SULFUR DSL FUEL	575,450	483,811	508,899	556,235	2,124,394
UNLEADED GAS 90 OCTANE	513,615	580,532	306,483	176,844	1,577,473
GASOHOL 89 ETHANOL 10%	266,708	311,931	232,981	144,394	956,014
GASOHOL 93 ETHANOL 10%	3,794	2,868	271,887	363,176	641,724
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
BROWARD CNTY BOARD OF NEF	**3,806,413**	**6,512,712**	**7,064,306**	**5,052,602**	**22,436,032**
ULTRA LOW SULFUR DSL FUEL	3,024,297	5,355,427	5,732,415	4,012,913	18,125,052
GASOHOL 87 ETHANOL 10%	714,565	1,045,463	1,217,936	922,048	3,900,012
DYED ULTRA LOW SULFUR DSL FUEL	67,551	111,822	113,955	117,641	410,969
SBBC VEHICLE MAINTEN. DPT NEF	**2,947,271**	**2,975,994**	**2,900,040**	**1,219,849**	**10,043,155**
ULTRA LOW SULFUR DSL FUEL	2,547,021	2,562,038	2,482,911	901,114	8,493,084
GASOHOL 87 ETHANOL 10%	400,250	413,734	417,088	318,735	1,549,807
DYED ULTRA LOW SULFUR DSL FUEL		222	41		264
SCHOOL DISTRICT PLM BCH CY NEF	**2,679,789**	**2,666,582**	**2,647,597**	**1,279,451**	**9,273,418**
ULTRA LOW SULFUR DSL FUEL	2,270,577	2,252,546	2,207,054	945,306	7,675,484
GASOHOL 87 ETHANOL 10%	409,212	414,035	440,543	334,145	1,597,935
CITY OF MIAMI NEF	**1,438,960**	**1,488,426**	**1,604,534**	**1,344,769**	**5,876,689**
ULTRA LOW SULFUR DSL FUEL	1,045,511	1,069,244	1,124,823	1,024,074	4,263,652
GASOHOL 87 ETHANOL 10%	369,283	391,488	445,399	289,788	1,495,958
UNLEADED GAS 90 OCTANE	21,900	26,481	33,478	30,907	112,766
DYED ULTRA LOW SULFUR DSL FUEL	2,266	1,213	834		4,313
CITY OF FORT LAUDERDALE NEF	**1,467,294**	**1,395,904**	**1,527,916**	**1,235,388**	**5,626,502**
GASOHOL 87 ETHANOL 10%	962,356	943,524	1,059,548	867,250	3,832,677
ULTRA LOW SULFUR DSL FUEL	466,514	413,053	431,639	341,164	1,652,370
DYED ULTRA LOW SULFUR DSL FUEL	38,424	39,327	36,729	26,974	141,454
BROWARD SHERIFF'S OFFICE NEF	**2,237,365**	**1,157,046**	**986,731**	**871,431**	**5,252,573**
GASOHOL 87 ETHANOL 10%	1,897,819	872,480	714,221	636,439	4,120,959
ULTRA LOW SULFUR DSL FUEL	318,561	271,318	263,442	222,572	1,075,893
DYED ULTRA LOW SULFUR DSL FUEL	17,042	9,137	6,221	9,835	42,235
GASOHOL 93 ETHANOL 10%	3,794	2,868	2,847	2,571	12,079
UNLEADED GAS 90 OCTANE	149	1,243		15	1,407
CITY OF WEST PALM BEACH NEF	**30,244**	**846,570**	**749,365**	**701,308**	**2,327,487**
ULTRA LOW SULFUR DSL FUEL	15,291	417,474	438,392	355,504	1,226,661
GASOHOL 87 ETHANOL 10%	9,358	427,291	242,711	198,499	877,859
DYED ULTRA LOW SULFUR DSL FUEL	4,754	863	66,877	146,647	219,140
UNLEADED GAS 90 OCTANE	841	943	1,386	658	3,827
CITY OF PEMBROKE PINES NEF	**558,172**	**546,249**	**595,406**	**464,258**	**2,164,085**
UNLEADED GAS 90 OCTANE	361,646	388,946	139,105		889,697
GASOHOL 93 ETHANOL 10%			269,040	360,605	629,645
ULTRA LOW SULFUR DSL FUEL	179,382	146,805	154,804	85,591	566,581
DYED ULTRA LOW SULFUR DSL FUEL	17,144	10,499	7,457	18,062	53,161
GASOHOL 89 ETHANOL 10%			25,001		25,001
CITY OF SUNRISE NEF	**551,681**	**503,857**	**541,200**	**453,892**	**2,050,630**
GASOHOL 87 ETHANOL 10%	371,240	376,713	393,942	338,583	1,480,477
ULTRA LOW SULFUR DSL FUEL	165,702	123,229	142,354	110,043	541,327
DYED ULTRA LOW SULFUR DSL FUEL	14,740	3,916	4,904	5,266	28,826
CITY OF MIRAMAR NEF	**513,650**	**518,984**	**541,433**	**409,875**	**1,983,942**
GASOHOL 87 ETHANOL 10%	398,618	398,783	428,912	331,274	1,557,587
ULTRA LOW SULFUR DSL FUEL	79,311	75,793	73,291	59,813	288,207
DYED ULTRA LOW SULFUR DSL FUEL	35,721	44,408	39,230	18,788	138,147
CITY OF HOLLYWOOD NEF	**462,625**	**550,598**	**466,799**	**482,897**	**1,962,919**
GASOHOL 87 ETHANOL 10%	177,703	254,827	161,323	149,926	743,777

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
UNLEADED GAS 90 OCTANE	94,121	123,220	114,348	133,664	465,353
ULTRA LOW SULFUR DSL FUEL	102,009	101,354	112,489	104,701	420,553
DYED ULTRA LOW SULFUR DSL FUEL	88,792	71,198	78,640	94,606	333,236
TOWN OF DAVIE NEF	**439,301**	**425,160**	**475,949**	**368,504**	**1,708,915**
GASOHOL 87 ETHANOL 10%	354,435	341,063	385,537	296,910	1,377,945
ULTRA LOW SULFUR DSL FUEL	75,743	68,885	86,379	71,594	302,600
DYED ULTRA LOW SULFUR DSL FUEL	9,124	15,213	4,034		28,370
CITY OF PLANTATION - FUEL NEF	**418,078**	**405,527**	**449,572**	**381,688**	**1,654,863**
GASOHOL 87 ETHANOL 10%	319,697	325,469	357,372	294,845	1,297,382
ULTRA LOW SULFUR DSL FUEL	60,544	55,925	67,764	62,361	246,594
DYED ULTRA LOW SULFUR DSL FUEL	37,837	24,133	24,435	24,482	110,887
CITY OF CORAL SPRINGS NEF	**389,609**	**392,626**	**448,075**	**347,058**	**1,577,367**
GASOHOL 87 ETHANOL 10%	291,394	293,479	353,963	261,026	1,199,862
ULTRA LOW SULFUR DSL FUEL	98,215	95,253	93,711	84,101	371,280
DYED ULTRA LOW SULFUR DSL FUEL		3,893	401	1,931	6,226
CITY OF POMPANO BEACH NEF	**307,487**	**380,899**	**335,851**	**253,368**	**1,277,604**
ULTRA LOW SULFUR DSL FUEL	176,044	182,869	171,975	126,229	657,117
GASOHOL 87 ETHANOL 10%	114,443	187,239	157,875	117,639	577,196
DYED ULTRA LOW SULFUR DSL FUEL	17,000	10,791	6,001	9,500	43,291
CITY OF RIVIERA BEACH - NEF	**264,423**	**291,609**	**347,569**	**290,404**	**1,194,006**
GASOHOL 89 ETHANOL 10%	187,940	227,578	114,085	62,142	591,745
GASOHOL 87 ETHANOL 10%	17,339	358	155,093	148,668	321,457
ULTRA LOW SULFUR DSL FUEL	59,144	59,095	69,616	77,821	265,676
DYED ULTRA LOW SULFUR DSL FUEL		4,578	8,612	1,737	14,928
UNLEADED GAS 90 OCTANE			163	36	199
CITY OF LAUDERHILL NEF	**283,599**	**275,068**	**312,782**	**260,742**	**1,132,191**
GASOHOL 87 ETHANOL 10%	219,578	213,532	245,592	209,771	888,473
ULTRA LOW SULFUR DSL FUEL	59,231	52,054	61,272	50,271	222,828
DYED ULTRA LOW SULFUR DSL FUEL	4,790	9,482	5,917	701	20,890
CITY OF MARGATE NEF	**253,221**	**248,000**	**288,792**	**218,768**	**1,008,782**
GASOHOL 87 ETHANOL 10%	193,671	196,474	232,472	170,862	793,479
ULTRA LOW SULFUR DSL FUEL	50,403	43,629	48,194	32,731	174,957
DYED ULTRA LOW SULFUR DSL FUEL	9,147	7,897	8,126	15,175	40,345
CITY OF NORTH MIAMI NEF	**223,795**	**260,186**	**271,724**	**226,132**	**981,837**
GASOHOL 87 ETHANOL 10%	184,046	214,910	221,533	185,524	806,013
ULTRA LOW SULFUR DSL FUEL	38,575	42,550	47,494	38,607	167,226
DYED ULTRA LOW SULFUR DSL FUEL	1,174	2,726	2,697	2,002	8,598
CITY OF NORTH MIAMI BEACH NEF	**263,755**	**249,049**	**258,383**	**192,284**	**963,471**
GASOHOL 87 ETHANOL 10%	220,080	219,951	224,062	177,169	841,262
ULTRA LOW SULFUR DSL FUEL	24,695	14,602	14,756	12,348	66,401
DYED ULTRA LOW SULFUR DSL FUEL	18,980	14,497	19,565	2,766	55,808
CITY OF HALLANDALE BEACH NEF	**264,669**	**228,760**	**239,017**	**208,940**	**941,387**
GASOHOL 87 ETHANOL 10%	194,478	174,614	168,163	139,418	676,673
ULTRA LOW SULFUR DSL FUEL	61,329	52,415	68,788	69,522	252,054
DYED ULTRA LOW SULFUR DSL FUEL	8,863	1,731	2,067		12,660
CITY OF DEERFIELD BEACH NEF	**243,382**	**240,706**	**220,744**	**163,664**	**868,496**
ULTRA LOW SULFUR DSL FUEL	155,138	154,403	125,117	88,664	523,322
GASOHOL 87 ETHANOL 10%	76,735	80,303	92,755	72,559	322,352

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
DYED ULTRA LOW SULFUR DSL FUEL	11,509	6,000	2,872	2,441	22,822
CITY OF COCONUT CREEK NEF	**196,722**	**203,364**	**226,531**	**181,651**	**808,268**
GASOHOL 87 ETHANOL 10%	146,921	151,940	172,612	144,559	616,032
ULTRA LOW SULFUR DSL FUEL	49,801	51,424	53,919	37,092	192,236
CITY OF BOCA RATON NEF	**214,535**	**160,265**	**179,900**	**136,695**	**691,396**
ULTRA LOW SULFUR DSL FUEL	59,158	60,908	80,088	58,930	259,084
GASOHOL 87 ETHANOL 10%	49,980	56,226	64,002	51,260	221,467
DYED ULTRA LOW SULFUR DSL FUEL	105,397	43,132	35,811	26,505	210,845
CITY OF TAMARAC NEF	**160,052**	**159,595**	**176,814**	**137,072**	**633,533**
GASOHOL 87 ETHANOL 10%	93,789	95,449	105,685	82,870	377,793
ULTRA LOW SULFUR DSL FUEL	61,963	60,143	68,825	49,215	240,147
DYED ULTRA LOW SULFUR DSL FUEL	4,300	4,003	2,304	4,987	15,593
CITY OF WESTON NEF	**159,701**	**76,151**	**76,452**	**48,508**	**360,812**
GASOHOL 87 ETHANOL 10%	135,283	50,887	46,688	31,505	264,363
ULTRA LOW SULFUR DSL FUEL	22,646	25,264	28,764	17,003	93,677
DYED ULTRA LOW SULFUR DSL FUEL	1,664		1,000		2,664
UNLEADED GAS 90 OCTANE	108				108
TOWN OF PALM BEACH NEF	**90,814**	**78,263**	**95,935**	**83,360**	**348,372**
GASOHOL 87 ETHANOL 10%	62,301	57,693	73,294	64,390	257,678
ULTRA LOW SULFUR DSL FUEL	16,028	16,170	21,442	14,593	68,234
DYED ULTRA LOW SULFUR DSL FUEL	12,484	4,401	1,198	4,377	22,460
VILLAGE OF PALM SPRINGS NEF	**77,153**	**77,825**	**92,250**	**80,770**	**327,998**
GASOHOL 89 ETHANOL 10%	66,889	67,203	80,612	72,200	286,904
DYED ULTRA LOW SULFUR DSL FUEL	10,264	10,622	11,638	8,570	41,093
VILLAGE OF NORTH PALM BCH -NEF	**84,680**	**80,409**	**89,565**	**39,842**	**294,496**
GASOHOL 87 ETHANOL 10%	47,119	43,005	52,680	10,467	153,271
ULTRA LOW SULFUR DSL FUEL	37,088	32,495	36,885	29,375	135,844
GASOHOL 89 ETHANOL 10%		4,909			4,909
DYED ULTRA LOW SULFUR DSL FUEL	473				473
CITY OF DANIA BEACH NEF	**49,919**	**48,415**	**53,273**	**45,563**	**197,169**
GASOHOL 87 ETHANOL 10%	16,984	20,304	28,632	29,174	95,093
ULTRA LOW SULFUR DSL FUEL	28,980	26,305	22,892	16,390	94,566
DYED ULTRA LOW SULFUR DSL FUEL	3,955	1,806	1,749		7,510
CITY OF GREENACRES NEF	**38,618**	**43,585**	**42,874**	**35,307**	**160,383**
ULTRA LOW SULFUR DSL FUEL	23,534	25,369	25,398	20,744	95,046
GASOHOL 87 ETHANOL 10%	15,083	18,215	17,476	14,563	65,337
CITY OF LIGHTHOUSE POINT NEF	**32,888**	**33,589**	**36,091**	**31,602**	**134,171**
GASOHOL 87 ETHANOL 10%	2,855		27,042	25,399	55,295
UNLEADED GAS 90 OCTANE	23,409	26,459	1,797		51,665
ULTRA LOW SULFUR DSL FUEL	6,625	7,130	7,152	6,203	27,110
DYED ULTRA LOW SULFUR DSL FUEL			100		100
SBBC PHYSICAL PLANT OP DPT NEF	**28,532**	**24,355**	**13,312**	**14,868**	**81,067**
DYED ULTRA LOW SULFUR DSL FUEL	24,571	20,405	8,899	11,821	65,695
GASOHOL 87 ETHANOL 10%	3,962	3,950	4,412	2,303	14,627
UNLEADED GAS 90 OCTANE				745	745
ULTRA LOW SULFUR DSL FUEL	0				0
CITY OF LAUDERDALE LAKES NEF	**20,423**	**17,689**	**20,818**	**13,506**	**72,436**
GASOHOL 89 ETHANOL 10%	11,879	12,241	13,282	10,052	47,455

Attachment D - Cooperative Volume Report.xlsx

Row Labels	04.17 to 03.18	04.18 to 03.19	04.19 to 03.20	04.20 to 03.21	Grand Total
ULTRA LOW SULFUR DSL FUEL	6,030	5,393	5,305	3,398	20,126
GASOHOL 87 ETHANOL 10%	1,903		2,010		3,914
DYED ULTRA LOW SULFUR DSL FUEL	557		123		680
UNLEADED GAS 90 OCTANE	53	55	97	55	261
CITY OF SUNNY ISLES BEACH		**16,730**	**21,893**	**16,152**	**54,775**
ULTRA LOW SULFUR DSL FUEL		16,730	21,893	14,829	53,452
DYED ULTRA LOW SULFUR DSL FUEL				1,323	1,323
TOWN OF HILLSBORO BEACH NEF	**11,739**	**13,294**	**16,156**	**10,864**	**52,053**
UNLEADED GAS 90 OCTANE	11,387	13,184	16,109	10,764	51,445
DYED ULTRA LOW SULFUR DSL FUEL	351	110	47	101	609
CITY OF COOPER CITY, FL NEF	**3,001**	**5,788**	**6,415**		**15,204**
DYED ULTRA LOW SULFUR DSL FUEL	3,001	5,788	6,415		15,204
BROWARD SHERIFF'S OFC - PU-NEF				**2,758**	**2,758**
ULTRA LOW SULFUR DSL FUEL				1,578	1,578
GASOHOL 87 ETHANOL 10%				1,180	1,180
SCHOOL DISTRICT- PALM BCH-NF	**1,911**				**1,911**
DYED ULTRA LOW SULFUR DSL FUEL	1,911				1,911
TOWN OF PEMBROKE PK- NEF	**1,666**				**1,666**
DYED ULTRA LOW SULFUR DSL FUEL	1,666				1,666
VILLAGE OF ROYAL PALM BCH-NEF			**727**	**700**	**1,427**
ULTRA LOW SULFUR DSL FUEL			727	700	1,427
Grand Total	**21,217,135**	**23,599,829**	**24,422,791**	**17,306,488**	**86,546,243**

Attachment-E Applicable Fuel Taxes

GASOLINE (NO Ethanol)

DYED DIESEL & DYED BIO
Monroe (44)

ULTRA LOW DIESEL & BIO DIESEL
Alachua (01)
Bradford (04)
Broward (06)
Charlotte (08)
Citrus (09)
Clay (10)
Collier (11)
DeSoto (14)
Hardee (25)
Hernando (27)
Highlands (28)
Jefferson (33)
Lee (36)
Leon (37)
Madison (40)
Manatee (41)
Marion (42)
Martin (43)
Nassau (45)
Osceola (49)
Palm Beach (50)
Pasco (51)
Polk (53)
Putnam (54)
Santa Rosa (57)
Sarasota (58)

Baker (02)
Bay (03)
Columbia (12)
Flagler (18)
Gilchrist (21)
Glades (22)
Hillsborough (29)
Jackson (32)
Lake (35)
Liberty (39)
Pinellas (52)
Seminole (59)
Sumter (60)
Union (63)

(Minimum Local Option)

Brevard (05)
Dixie (15)
Duval (16)
Franklin (19)
Gadsden (20)
Hamilton (24)
Indian River (31)
Lafayette (34)

Holmes (30)
Calhoun (07)

DIESEL

DSL			St. Lucie (56) Suwannee (62) Volusia (64)	Escambia (17) Levy (38)	Miami/Dade (13) Okaloosa (46)	Hendry (26)	Wakulla (65) Walton (66) Washington (67)	Orange (48) St. Johns (55) Taylor (62)
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.003143	0.003143	0.003143	0.003143	0.003143	0.003143
+ Sales Tax								
0.023857	0.60186	TOTAL	0.59311	0.58311	0.57311	0.56311	0.54311	0.53311
	0.26686	FED GOV (st expt)	0.20686	0.20686	0.20686	0.20686	0.20686	0.20686
	0.35886	STATE GOV (fed expt)	0.41011	0.40011	0.39011	0.38011	0.36011	0.35011

Attachment-E Applicable Fuel Taxes

ETHANOL (E10)

DYED DIESEL & DYED BIO

Monroe

ULTRA LOW DIESEL & BIO DIESEL

trus Clay Collier DeSoto Hardee Hernando Highlands Jefferson

Lee			Baker	
Leon			Bay	
Madison			Columbia	
Manatee			Flagler	
Marion			Gilchrist	
Martin			Glades	(Minimum Local Option)
Nassau			Hillsborough	Brevard
	Holmes	Calhoun		
Osceola			Jackson	Dixie
Palm Beach			Lake	Duval
Pasco			Liberty	Franklin
Polk			Pinellas	Gadsden
Putnam			Seminole	Hamilton
	Sumter	Indian River		
Sarasota			Union	Lafayette

DIESEL

DSL		St. Lucie Suwannee Volusia		Escambia Levy	Miami/Dade (13) Okaloosa	Hendry	Wakulla Walton Washington	Orange St. Johns Taylor
	0.24300	FEDERAL EXCISE	0.18300	0.18300	0.18300	0.18300	0.18300	0.18300
	0.18500	STATE MOTOR FUEL	0.18625	0.18625	0.18625	0.18625	0.18625	0.18625
	0.15000	LOCAL OPTION	0.20000	0.19000	0.18000	0.17000	0.15000	0.14000
0.020714	0.020714	POLLUTION	0.020714	0.020714	0.020714	0.020714	0.020714	0.020714
0.003143	0.003143	L.U.S.T & FED OIL	0.002930	0.002930	0.002930	0.002930	0.002930	0.002930
+ Sales Tax								
0.023857	0.60186							
		TOTAL	0.59289	0.58289	0.57289	0.56289	0.54289	0.53289
FED GOV (st expt)		0.20664	0.20664	0.20664	0.20664	0.20664	0.20664	
STATE GOV (fed expt)		0.40989	0.39989	0.38989	0.37989	0.35989	0.34989	

UEL TAXES

Effective 01/01/21

AV GAS	Aviation Use Only		Commercial Use (not in planes)			
FEDERAL	0.19300	FEDERAL	0.19300			
* STATE	0.04270					
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL 0.00314
0.28500		0.21686 +Sales Tax (charge on the product + excise tax total $)				

KEROSENE / JET- Aviation Use Only Commercial Use (not in planes)

Attachment-E Applicable Fuel Taxes

FEDERAL	0.24300	FEDERAL	0.24300	STATE	0.04270		
POLLUTION	0.02071	POLLUTION	0.02071	LUST & FED OIL	0.00314	LUST & FED OIL	0.00314
0.30956		0.26686	+Sales Tax (charge on the product + excise tax total $)				

Solvents	0.059	+ Sales Tax
Greases (LBS)	0.00313	+ Sales Tax
Lubes	0.025	+ Sales Tax
Leaded Race Fuel	0.023857	+ Sales Tax
Unleaded Race Fuel	See Gasoline taxes	

Attachment F - Sample Invoice Diesel and Unleaded Gasoline

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)887-1288
FT LAUDERDALE: (954)522-1182

Kathryn McBride

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2929426
Invoice Date: 10/26/21

Amount Due: $ 21,031.40
Due Date: 11/10/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

320198

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY: BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER: 310160
PO# REQUIRED

TERMS: NET 15 DAYS

Product	Product Description		Delivered Quantity	Unit Price	Extended Price
Driver: LUIS VILLEGAS	Vehicle Code: 5633	Loc: 101110/164	Salesperson: PORT HOUSE		
Order Number: 2929426			BOL Number: 194460		
913/01	ULTRA LOW SULFUR DSL FUEL/BULK GALLONS		6,914.0000	$2.68300	$18,550.26
	DFE FEDERAL EXCISE DIESEL			$0.24300	$0.00
	DMF STATE MOTOR FUEL DIESEL			$0.18500	$1,279.09
	LOCAL OPTION DSL BROWARD			$0.15000	$1,037.10
	POLLUTION DIESEL			$0.02071	$143.22
	L.U.S.T. DIESEL & FED OIL SPILL			$0.00314	$21.73
					$21,031.40

Item Note: TANK 1
DELIVERY BETWEEN 7AM - 2PM

Comment : THIS DIESEL FUEL DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms. It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$18,550.26
Shipping / Freight Total:	$0.00
Tax Total:	$2,481.14
Total Due:	**$21,031.40**

320198

SOLD TO / VESSEL
Acct 101910 / 001
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

TANK 1
DELIVERY BETWEEN 7AM - 2PM

Product	
913/01	7,000
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	
Gallons	7000
Price	
Taxes	
Amount	
Driver: L Villegas	In: 1200 Out: 1330
Truck #: 15632	
BOL#: 194466	Amt. Paid: Ck#:

GALLONS

METER #

ALT PHONE BRETT 954-786-4163

K McBride
Customer Signature (Received above gallons)

10/26/21
Date Delivered

Order 2929426
10/26/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site: 002461
NA1993, DIESEL FUEL,
3, PG II (ERG# 128)

THIS DIESEL FUEL DOES
NOT CONTAIN VISIBLE
EVIDENCE OF DYE

*SEE NOTES ON BACK

ORIGINAL COPY

In Case of Emergency, Call PERS - (800)633-8736

320198

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

TransMontaigne Partners LLC
Port Everglades, FL - South #: 0001385
2701 S E 14th Ave
Ft Lauderdale, FL 33316
BILL OF LADING

Order Number:
Order Date: 10/26/21
Folio Number: 10/018

BOL Number: 0134460
Load Start: 10/26/21 11:42
Load End: 10/26/21 12:09
Order Type: Rack
Loadspot Number: 04

Stockholder/Customer

0000080700
METROPLEX ENERGY INC
TM06390
PORT CONSOLIDATED, INC.

Retail or Petroex #
P.O.#:
Terminal EPA #: 0412981869
Destination EPA #:

Account/Consignee
Account #: 0000063900

PORT CONSOLIDATED, INC.

County:
Consignee # 0009090002
PORT CONSOLIDATED/TERM DEAL/FL

VARIOUS, FL

RECEIVED BY
TM66180 PORT CONSOLIDATED INC
SCAC #: PCDD
Tractor #:
Trailer #: 9353
Trailer2 #:

DRIVER
Signature:

00008653 LUIS EDUARDO VILLEGAS

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:

BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL

********** EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN22618 **********

PRODUCT TOTALS (Gallons)

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	TANK	MESSAGE NUMBER(S)
UL4342	#2 ULSD (15PPM)	7000	6914	86.2	38.6		2200,1798,1542
	TOTAL	7000	6914				

HZD MSG: NA1993, DIESEL FUEL, 3, PG III, 1 Cargo Tank,, SEE ERG GUIDE 128

MSG #	MESSAGE
2200	15ppm sulfur (Maximum) ULSD. Undyed Ultra-Low Sulfur Diesel fuel. For use in all diesel vehicles and engines."
1798	DIESEL MEETS OR EXCEEDS ALL APPLICABLE COMPLIANCE STANDARDS AS PER THE MOST CURRENT VERISION OF ASTM D975.
1542	UNDYED DIESEL FUEL / FEDERAL TAX IMPOSED. LOW SULFUR DIESEL FUEL SUPPLIED DOES NOT CONTAIN VISIBLE EVIDENCE OF DYE.

PRODUCT BY COMPARTMENT

COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
01	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.2	38.6
03	43	UL4342	#2 ULSD (15PPM)	1000	988	85.8	38.6
04	43	UL4342	#2 ULSD (15PPM)	1000	988	86.1	38.6
05	43	UL4342	#2 ULSD (15PPM)	2500	2469	86.3	38.6

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE: _____

COMMENTS:

Delivered on 10/26/21
3.041857 10153 per gallon
X 6914 =
21,031.40

320198

Invoice

PORT CONSOLIDATED
MIAMI . FORT LAUDERDALE .
WEST PALM . FORT PIERCE .
TAMPA . JACKSONVILLE
1.800.683.5823
MIAMI: (305)687-1266
FT LAUDERDALE: (954)522-1182

REMIT TO
P.O. BOX 350430
FT LAUDERDALE, FL 33335-0430

FEIN: 59-1173292

Account Number: 101910 / 001
Invoice Number: 2947194
Invoice Date: 11/18/21

Amount Due: $ 8,425.28
Due Date: 12/03/21

CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL 33061-1300

Shipping Address:
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
POMPANO BEACH, FL 33060

COUNTY : BROWARD

kathryn.schindel@copbfl.com

PURCHASE ORDER : 310160
PO# REQUIRED

TERMS : NET 15 DAYS

Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Driver: DEMETRIO VASQUEZ	Vehicle Code: 6644 Loc: 09/47A	Salesperson: PORT HOUSE		
Order Number: 2947194		BOL Number: 295085184		
E902/01	GASOHOL 87 ETHANOL 10%/ BULK GALLONS	2,963.0000	$2.43360	$7,210.76
	GFE FEDERAL EXCISE GAS TAX		$0.18300	$0.00
	GMF STATE MOTOR FUEL GAS TAX		$0.18625	$551.86
	POLLUTION GAS		$0.02071	$61.38
	LOCAL OPTION GAS BROWARD		$0.20000	$592.60
	L.U.S.T. E10 & FED OIL SPILL		$0.00293	$8.68
				$8,425.28

Item Note: FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

There is a 1 1/2% service charge per month for unpaid amounts over 10 days past credit terms.It is agreed that in the event this bill must be turned over for collection, the cost of collection, attorneys fee and court costs will be paid for by the above named company or vessel and its owners.

Products Total:	$7,210.76
Shipping / Freight Total:	$0.00
Tax Total:	$1,214.52
Total Due:	**$8,425.28**

SOLD TO / VESSEL
Acct 101910 / 001
CENTRAL GARAGE - TP
1190 NE 3 AVE - BLDG A
DEL 7 AM - 2 PM
KATIE 954-786-4109
POMPANO BEACH, FL 33060

954-786-4109 BROWARD
PORT HOUSE

BILLING ADDRESS:
CITY OF POMPANO BEACH NEF
PO DRAWER 1300

POMPANO BEACH, FL
33061-1300

FUEL IS FOR TANK # 3
REQUESTED DELIVERY HRS - 7AM - 2 PM

Product	
E902/01	~~8,000~~ 3002
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	
Gallons	3002
Price	
Taxes	
Amount	
Driver: Demetrius V	In: Out:
Truck # 10166444/101	
BOL#: 295085184	Amt. Paid: Ck#:

GALLONS

METER #

ALT PHONE BRETT 954-786-4163

Customer Signature (Received above gallons)

11/18/21
Date Delivered

Order 2947194
11/18/2021

PORT Consolidated
1-800-683-5823
www.portconsolidated.com

NET 15 DAYS

310160
Site: 002461

UN1203, GASOLINE, 3,
PGII (ERG# 128)

*SEE NOTES ON BACK

ORIGINAL COPY

In Case of Emergency, Call PERS - (800)633-8253

LOADING TICKET / BILL OF LADING

COMPANY: **MPLX TERMINALS LLC**
ORIGIN: 909 SE 24TH ST FT LAUDERDALE, FL 33316
BOL NUMBER: 295086184 REV: 0 (018655)
START LOAD: 11/18/2021 05:20:16 END LOAD: 11/18/2021 05:30:50

COMPANY REGISTRATION NUMBER: 6396
FOLIO #: 20211114

SOLD TO / CUSTOMER / CONSIGNEE:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001

CUSTOMER ACCOUNT #: 730212400352050
SUPPLIER : MPC WHOLESALE (CONTRACT)
SELLER : MARATHON PETROLEUM COMPANY LP

SHIP TO / DESTINATION:
30212405 : PORT CONSOLIDATED INC- CT:PORTF20TS0001
VARIOUS FL
UNKNOWN
FL

P.O. #:
REQUISITION: DEST: 99982

RECEIVED BY / CARRIER: 2698 : PORT CONSOLIDATED INC SCAC CODE : PCDD TRAILER : 101

WHERE THIS DOCUMENT CONSTITUTES A BILL OF LADING, AND AN EXCEPTION STATED IN 49 C.F.R. Â§172.204(B) IS NOT MET, THIS IS TO CERTIFY THAT THE BELOW - NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A LAWFUL CONTAINER FOR TRANSPORTATION OF THE LISTED COMMODITIES. CARRIER CERTIFIES THAT THE CARGO TANK WAS REASONABLY FREE OF EXCESSIVE RESIDUE OR OTHER CONTAMINATING MATERIALS WHEN PRESENTED FOR LOADING.

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

10103449 VASQUEZ, DEMETRIO (DV)	x	**:CARRIER'S AGENT (DRIVER)**

FOR ANY PRODUCT EMERGENCY, CONTACT CHEMTREC @ 1-800-424-9300. CNN#:13740

DOT SHIPPING NAME	GALLONS
UN1203,GASOLINE,3, PG II	3,002
TOTAL QUANTITY 1 CARGO TANK:	3,002

FINISHED PRODUCTS

COMP	PROD	DESCRIPTION	GROSS	NET	TEMP	GRAV	SEE NOTES BELOW
1	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963	81.0	63.2	6,10,48
TOTALS:	7841	87 OCTANE REGULAR W/10% ETHANOL	3,002	2,963			

NOTES

6 DETERGENT-ADDITIZED GASOLINE.

10 WINTER CG. E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL.

48 THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430.

- RECEIPT IS ACKNOWLEDGED OF THE ABOVE MERCHANDISE IN GOOD CONDITIONS AND IN THE QUANTITIES INDICATED.

	x	**:CUSTOMER / COSIGNEE**

Attachment G - Product and Account Gallon Report.xlsx

GALS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	**1,886,589**	**1,720,163**	**1,793,381**	**1,917,010**	**2,182,004**	**1,748,559**	**1,902,883**	**2,301,567**	**1,689,303**	**2,134,654**	**1,603,197**	**1,698,242**	**22,577,553**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,156,648	1,107,494	1,113,795	1,190,933	1,374,522	928,781	1,101,576	1,307,141	1,059,442	1,352,299	956,674	1,057,579	13,706,884
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	686,788	559,715	638,489	661,600	722,728	731,158	731,516	850,696	544,965	727,766	581,265	578,782	8,015,467
DYED ULTRA LOW SULFUR DS/BULK GALLONS	24,013	22,100	26,027	27,807	60,391	52,012	32,676	83,537	32,249	17,668	32,268	38,023	448,770
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	17,671	30,233	13,839	35,869	23,333	16,316	34,320	52,484	23,983	6,997	32,394	23,233	310,670
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	401		500		398		501	6,879	28,139	29,131			65,949
CFN GASOHOL 87 ETHANOL 10% /BULK		37	29	27	71	15,102	1,067	79	44	141		31	16,627
CFN ULTRA LOW SULFUR DSL	557	585	647	609	561	5,028	560	640	480	653	597	539	11,458
DIESEL EXHAUST FLUID/BULK	456						558						1,014
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	55		55	165			110	110				55	550
CFN UNL REC 90						163							163
11/2019-10/2020	**1,787,981**	**1,824,577**	**1,881,306**	**1,381,304**	**1,601,201**	**1,435,124**	**1,645,739**	**1,334,380**	**1,574,392**	**1,719,845**	**1,647,702**	**1,719,985**	**19,553,538**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	1,074,954	1,107,076	1,092,510	720,385	826,359	657,749	813,258	672,818	777,759	979,954	979,181	1,090,894	10,792,897
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	639,929	669,738	680,913	567,355	689,534	643,890	719,657	598,271	710,242	657,577	605,705	559,546	7,742,356
DYED ULTRA LOW SULFUR DS/BULK GALLONS	21,051	17,636	57,425	61,170	49,338	79,316	67,300	29,239	37,840	37,035	16,972	28,307	502,628
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	43,405	24,410	42,462	23,807	28,062	44,971	34,423	26,946	40,182	34,129	39,515	33,241	415,553
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	7,930	4,886	7,132	7,662	7,407	8,305	10,255	5,657	7,667	10,129	5,086	6,982	89,097
CFN ULTRA LOW SULFUR DSL	671	525	517	366	365	391	273	440	356	480	695	969	6,047
DIESEL EXHAUST FLUID/BULK		4	269	418	51	451	450	997	302	401	401		3,743
DIESEL EXHAUST FLUID/55 GL. DRUM NRD		110		110	55		110			110	110		605
CFN GASOHOL 87 ETHANOL 10% /BULK	41	193	78	32	30	37	14	13	45	31	37	47	597
CFN UNL REC 90						15							15
11/2020-10/2021	**1,388,694**	**1,674,663**	**1,772,078**	**2,013,618**	**1,972,183**	**1,788,430**	**1,685,328**	**1,722,742**	**1,775,801**	**1,674,634**	**1,588,655**	**1,401,824**	**20,458,650**
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	774,515	947,175	1,022,167	1,174,502	1,092,744	966,107	848,544	941,432	1,039,494	912,538	901,155	769,644	11,390,017
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	536,791	606,807	647,331	727,439	754,513	729,141	733,114	704,009	677,556	702,971	584,769	522,044	7,926,485
DYED ULTRA LOW SULFUR DS/BULK GALLONS	40,960	42,870	50,914	45,194	75,204	54,199	61,820	44,025	17,040	24,395	71,699	50,123	578,443
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	19,689	40,917	28,032	38,796	38,768	33,749	39,469	32,013	40,844	25,519	24,388	41,437	403,621
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	15,738	34,410	22,123	26,771	9,599	4,184	1,193			8,388	5,390	17,316	145,112
DIESEL EXHAUST FLUID/BULK	500	500	1,064	250	945	583	751	651	400	400	800	600	7,444
CFN ULTRA LOW SULFUR DSL	451	454	411	525	367	440	388	573	419	404	418	503	5,353
CFN GASOHOL 87 ETHANOL 10% /BULK	50	1,493	37	30	44	27	49	40	47	19	36	47	1,920
DIESEL EXHAUST FLUID/55 GL. DRUM NRD				110								110	220
CFN UNL REC 90		36											36
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
ULTRA LOW SULFUR DSL FUEL/BULK GALLONS	**3,006,117**	**3,161,745**	**3,228,472**	**3,085,820**	**3,293,625**	**2,552,637**	**2,763,377**	**2,921,391**	**2,876,696**	**3,244,792**	**2,837,010**	**2,918,117**	**35,889,798**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	413,148	394,608	409,516	395,956	457,507	486,613	474,326	490,487	395,156	531,314	412,627	432,329	5,293,585
11/2019-10/2020	365,591	354,128	532,086	391,693	382,752	372,157	403,715	369,124	373,296	378,771	431,572	425,987	4,780,871
11/2020-10/2021	298,556	333,902	410,449	353,417	410,626	404,583	389,164	340,145	340,223	355,363	357,961	332,232	4,326,621
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	201,520	253,282	223,521	254,349	311,587	59,262	58,732	191,614	227,252	281,596	222,992	222,582	2,508,289
11/2019-10/2020	223,531	253,174	126,767	50,142			14,805	7,395	22,201	140,906	237,800	207,105	1,283,826
11/2020-10/2021	156,812	164,056	156,500	193,320	185,469	118,600	81,425	111,056	229,587	229,270	111,697	126,742	1,864,534
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	192,265	207,992	182,741	262,371	246,021	61,590	214,144	206,865	199,900	241,390	40,946	164,530	2,220,755
11/2019-10/2020	202,886	212,296	131,710	15,882	150,000				76,530	173,218	42,031	169,969	1,174,522
11/2020-10/2021	91,289	181,506	139,057	315,643	195,446	132,427	39,722	174,349	177,673	49,617	133,706		1,630,435
CITY OF MIAMI NEF													
11.2018-10.2019	89,507	81,998	89,366	81,870	89,054	74,143	96,276	101,266	81,448	95,412	89,213	81,964	1,051,517
11/2019-10/2020	89,382	74,521	89,386	82,124	73,798	81,435	111,065	93,708	96,207	96,382	80,554	89,387	1,057,949
11/2020-10/2021	88,134	82,012	104,295	104,087	89,008	103,889	103,608	103,593	96,304	96,363	95,127	101,911	1,168,331
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	44,781	29,797	22,314	37,198	39,152	29,638	37,020	45,350	22,208	30,445	24,475	27,824	390,202
11/2019-10/2020	29,953	30,573	36,231	33,625	30,492	36,543	35,024	36,986	29,924	29,674	29,756	37,244	396,024
11/2020-10/2021	21,202	37,275	29,822	37,196	37,122	29,623	34,602	42,007	30,411	29,506	35,192	33,361	397,319
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	40,812	27,904	35,867	34,605	40,934	27,171	38,676	50,234	23,840	34,228	25,781	26,242	406,293
11/2019-10/2020	33,217	34,653	26,852	25,659	23,274	37,600	49,175	30,570	34,611	29,884	34,236	27,335	387,066
11/2020-10/2021	19,846	27,692	27,301	34,310	26,725	27,099	34,592	24,412	27,375	20,273	26,887	34,324	330,836
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	30,321	16,013	18,233	14,584	25,815	13,512	30,469	32,742	12,129	14,480	12,982	17,103	238,382
11/2019-10/2020	12,242	23,874	12,553	24,365	15,834	20,852	23,878	21,118	18,388	9,805	20,177	19,141	222,226
11/2020-10/2021	11,261	18,084	36,653	10,983	17,393	13,064	26,546	15,350	13,695	18,494	27,873	14,334	223,731
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	20,854			4,713	13,836	43,822	14,306	27,635	6,887	13,830	13,887	6,964	166,734
11/2019-10/2020	5,262	13,900	20,854	6,930	36,935	6,915	20,739	6,909	7,386	21,229			147,059
11/2020-10/2021		5,288	6,957	20,805	13,832	43,818	13,836	20,709	6,910	21,236	13,871		167,262
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	7,336	13,712	15,785	7,687	14,699	21,466	9,193	14,096	14,412	7,312	5,245	13,081	144,024
11/2019-10/2020	14,544	15,890	10,845	1,535	10,500	6,900	6,289	2,554	15,417	7,438	15,183	7,943	115,037
11/2020-10/2021	11,857	1,051	9,585	7,259	14,445	6,165	6,431	8,073	19,150	10,016	2,150	11,850	108,031
CITY OF SUNRISE NEF													
11.2018-10.2019	3,484	7,939	9,926	14,967	20,148	4,936	22,914	15,950	5,486	13,280	5,940	8,942	133,912
11/2019-10/2020	7,476	4,956	6,495	11,344	10,913	7,500	28,096	6,400	8,973	3,952	6,464	7,938	110,508
11/2020-10/2021	2,987	7,941	7,918	4,525	17,871	3,451	20,118	7,881	3,895	6,917	17,908	7,454	108,866
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	14,401	6,958	21,837	7,456	14,861	7,412	14,332	6,922	12,920	7,408	14,852	7,440	136,799
11/2019-10/2020	6,000	7,459	11,999	6,000	12,502	6,423	6,502	8,916	8,500	7,410	10,433	11,915	104,059
11/2020-10/2021	5,967	6,000	6,500	7,441	4,000	7,413	6,000	7,380	7,408	7,413	6,000	13,944	85,466

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	7,816	7,777	7,593	7,607	11,340	6,923	11,525	11,889	7,212	10,421	7,134	7,497	104,734
11/2019-10/2020	5,963	10,948	6,230	6,538	7,391	6,414	14,440	15,003	8,910	10,898	9,410	6,483	108,627
11/2020-10/2021	6,595	9,213	9,158	9,496	7,735	9,642	15,920	8,357	8,690	8,376	7,155	9,524	109,861
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	5,308		15,833	6,885	3,508	6,602	6,870	12,399	3,700	3,800	11,460	4,307	80,672
11/2019-10/2020	5,900	3,980	12,370	4,106	9,970	9,504	14,864	2,987	5,465	3,276	4,701	18,890	96,013
11/2020-10/2021	3,488	2,981	11,148	10,904	9,001	2,000	8,704	9,962	2,569	4,981	9,470	10,948	86,156
TOWN OF DAVIE NEF													
11.2018-10.2019	8,950	5,660	3,578	4,621	5,687	15,560	8,021	4,952	5,799	4,659	6,776	4,267	78,530
11/2019-10/2020	8,621	5,310	8,010	3,274	5,537	814	5,850	19,547	8,965	6,393	7,211	4,654	84,187
11/2020-10/2021	5,274	960	7,367	2,286	7,046	8,150	6,119		15,087			10,886	63,176
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	5,383	3,308	4,493	6,200	4,378	3,579	4,960	2,108	3,940	7,894	2,969	4,000	53,212
11/2019-10/2020	5,985	4,465	6,948	3,956	8,415	5,934	5,953	4,152	8,872	4,943	5,444	8,931	73,998
11/2020-10/2021	5,325	4,469	4,000	10,491	2,964	10,864	5,912	4,000	8,918	13,529	5,937	11,522	87,931
CITY OF MIRAMAR NEF													
11.2018-10.2019	12,721	5,667	3,171	6,404	6,203	6,788	5,950	10,516	5,386	5,213	4,993	2,701	75,714
11/2019-10/2020		6,991	5,871	3,767	3,564	6,041	6,326	4,633	6,240	7,068	4,916	5,285	60,702
11/2020-10/2021	4,088	6,580	5,261	5,895	4,644	4,639	4,838	6,288	4,605	5,385	4,275	5,737	62,235
CITY OF BOCA RATON NEF													
11.2018-10.2019	5,017	5,184	5,363	6,040	5,057	8,410	7,225	5,741	6,224	6,714	4,250	5,647	70,872
11/2019-10/2020	6,355	5,642	5,832	4,695	4,535	6,042	5,454	6,020	5,381	4,900	5,751	6,402	67,008
11/2020-10/2021	4,796	5,583	6,086	4,183	3,438	4,998	4,243	4,885	4,670	4,973	4,906	5,228	57,989
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	7,447	7,430		7,422	7,430		7,402	5,434		7,222	7,177		56,964
11/2019-10/2020	7,441	7,465		7,425	7,433	7,404	7,394	7,404	7,405	7,419	7,459		74,249
11/2020-10/2021	7,459	11,916	6,502		7,412		7,408	7,406	7,420			7,445	62,968
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	6,960		7,463	4,861	6,934	6,919	6,907	6,902	6,916		6,943		60,805
11/2019-10/2020	6,967	6,950	7,443		6,910	6,912	6,909	6,906		6,916		6,965	62,878
11/2020-10/2021	6,972	6,946		6,952	6,907	6,911	6,914	6,001		6,915	6,924	6,966	68,408
CITY OF TAMARAC NEF													
11.2018-10.2019	2,892	9,794	3,471	2,656	11,126	3,136	3,005	10,243	3,426	4,354	3,278	1,807	59,188
11/2019-10/2020	2,300	2,302	2,247	10,346	3,031	1,892	7,961	2,951	3,193	2,031	2,704	10,980	51,938
11/2020-10/2021	2,085	3,299	11,514	2,061	2,438	2,543	10,161	4,957	7,055	2,412	8,378	2,881	59,782
CITY OF LAUDERHILL NEF													
11.2018-10.2019	4,378	4,834	2,477	4,678	5,662	3,470	6,524	4,634	3,960	4,236	4,772	3,490	53,117
11/2019-10/2020	5,141	4,797	5,332	3,137	4,473	3,665	6,158	3,262	4,984	3,710	5,083	4,617	54,359
11/2020-10/2021	4,247	5,076	4,688	4,427	3,483	5,501	3,374	5,901	5,302	3,425	4,575	5,433	55,431
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	7,485		7,450		7,415	7,365		10,869		7,403	7,347		55,334
11/2019-10/2020	7,481		7,457	5,929		9,946	3,260	3,353	2,172	4,201			43,799
11/2020-10/2021	2,983	554	3,671	3,500	2,173	2,965	1,383	3,298	1,580	4,049	3,971	2,980	33,108
CITY OF NORTH MIAMI NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	4,965	2,974	2,979	1,982	2,968	5,919	2,958	6,907	2,963	2,963	1,979	3,968	43,525
11/2019-10/2020	2,978	5,954	1,984	1,981	3,952	3,950	1,972	2,954	6,902	3,954	3,966	3,971	44,518
11/2020-10/2021	2,988	2,996	4,974	3,962	2,968	2,967	2,962	5,914	3,948	1,973	989	2,976	39,617
CITY OF MARGATE NEF													
11.2018-10.2019	2,427	2,483	3,473	3,974	2,668	9,667	5,129	5,449	1,480	2,370	993		40,113
11/2019-10/2020	3,477	997	3,469	7,471	3,959	1,976	5,915	2,068	6,141	2,174	1,982	61	39,690
11/2020-10/2021	2,190	3,474	3,177	2,479	6,480	3,952	4,434	2,460	2,962	2,964	1,486	171	36,229
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	2,476	2,879	2,100	2,737	2,793	2,727	2,694	4,752	2,339	3,105	2,378	3,158	34,139
11/2019-10/2020	2,641	2,632	2,590	2,601	2,701	2,962	2,872	2,861	2,991	2,907	2,904	2,370	33,032
11/2020-10/2021	2,995	2,750	2,847	2,698	2,862	3,314	2,790	2,808	2,745	2,763	3,062	428	32,059
CITY OF GREENACRES NEF													
11.2018-10.2019	2,325	2,132	2,000	1,558	2,445	2,278	1,769	2,614	2,138	2,164	1,700	1,928	25,051
11/2019-10/2020	2,788	1,697	1,475	1,326	1,701	2,264	1,616	1,325	2,598	2,138	1,187	1,959	22,074
11/2020-10/2021	2,058	2,150	1,501	2,802	1,600	2,200	1,900	1,880	2,200	2,300	1,221	2,173	23,985
CITY OF WESTON NEF													
11.2018-10.2019	4,000		4,003		4,000	404	2,000	4,405		4,445	4,400		27,657
11/2019-10/2020	3,500	4,500	2,050	3,460			4,503			4,500			22,513
11/2020-10/2021		3,501		4,500	1,501			4,500			4,499		18,501
CITY OF DANIA BEACH NEF													
11.2018-10.2019	3,000	2,990	3,000	2,478	3,502	2,500	1,977	1,500		2,000	2,500		25,447
11/2019-10/2020	1,808	2,005	1,322		2,000	1,000	599	2,000	2,000		1,800	2,000	16,535
11/2020-10/2021	1,000	1,000	990	2,000	1,000	2,000	1,001	2,000	1,000	1,000	2,800	3,000	18,791
CITY OF SUNNY ISLES BEACH													
11.2018-10.2019	1,485	1,401	1,486	1,452	2,636	1,500	1,760	3,261	1,200	1,170	2,552	1,200	21,103
11/2019-10/2020	1,206	2,622	1,281			1,300	1,330	1,200	1,333	2,296	2,402	1,403	16,373
11/2020-10/2021	1,151	2,502	1,196	1,378	2,197	1,160	1,451	1,504	2,302	1,101	1,171	1,350	18,462
TOWN OF PALM BEACH NEF													
11.2018-10.2019	2,696	453	1,106	1,956	1,364	4,608	500	5,091		384	1,882	1,326	21,367
11/2019-10/2020	1,970	800	1,921	752	684	2,192	4,379	400		469	1,114	983	15,662
11/2020-10/2021	427	1,929	2,167	462	2,510		1,011	2,053	2,439	1,238	1,479	468	16,184
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019		1,151	2,402	1,204	2,700		2,602	2,000	650		1,500	2,000	16,209
11/2019-10/2020	1,600		2,000		2,500		2,101		1,974		2,000		12,175
11/2020-10/2021		3,788		3,701	2,099	1,367	740	1,906	2,299			1,985	17,885
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019	488	422	900	461	500	455	910	736	470	492	427	480	6,743
11/2019-10/2020	500	897	391	323	387	1,012	683	436	500	493	505	511	6,638
11/2020-10/2021	483	451	384	827		591	933	399	372	388	485	890	6,202
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019		754	347		593	405	500	852		596	326	801	5,174
11/2019-10/2020	250	699	508		215	201	831		300	600	437	465	4,505
11/2020-10/2021		252	500	512	350	212	301		701	300		500	3,627
BROWARD SHERIFF'S OFC - PU-NEF													
11/2019-10/2020							1,578	0					1,578

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
VILLAGE OF ROYAL PALM BCH-NEF													
11.2018-10.2019								727					727
11/2019-10/2020							1,024	(324)					700
GASOHOL 87 ETHANOL 10%/ BULK GALLONS	**1,863,508**	**1,836,260**	**1,966,732**	**1,956,395**	**2,166,775**	**2,104,188**	**2,184,287**	**2,152,975**	**1,932,763**	**2,088,313**	**1,771,740**	**1,660,372**	**23,684,308**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	93,854	82,319	89,286	90,671	115,955	145,112	102,864	117,551	71,707	105,456	34,802	64,754	1,114,332
11/2019-10/2020	78,057	93,093	112,507	56,476	140,422	66,891	99,043	73,958	86,541	100,946	77,236	51,249	1,036,420
11/2020-10/2021	67,952	91,030	89,012	134,528	180,197	101,559	111,402	114,927	107,042	109,915	76,910	29,344	1,213,818
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019	96,307	62,556	89,221	71,338	88,859	96,650	79,627	96,440	69,901	97,072	79,249	43,989	971,209
11/2019-10/2020	87,335	88,955	61,238	79,842	70,926	97,065	87,630	70,594	87,737	79,602	71,068	71,223	953,215
11/2020-10/2021	53,535	80,750	79,878	80,320	80,115	97,522	87,355	74,289	70,778	88,390	70,919	88,615	952,465
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	40,163	48,180	54,160	52,984	47,177	49,458	57,093	75,763	44,747	56,398	65,775	57,700	649,600
11/2019-10/2020	43,061	71,265	65,364	46,076	63,320	71,842	67,718	59,020	67,377	47,410	49,189	55,130	706,772
11/2020-10/2021	47,244	59,876	64,739	57,576	59,650	64,005	72,766	57,892	41,830	63,916	52,047	35,492	677,034
SCHOOL DISTRICT PLM BCH CY NEF													
11.2018-10.2019	25,300	24,794	39,579	40,079	47,789	24,575	47,301	47,821	27,603	40,410	24,333	29,761	419,344
11/2019-10/2020	40,068	32,746	32,177	25,895	30,711	29,497	10,377	32,488	40,718	33,993	17,229	16,851	342,748
11/2020-10/2021	32,365	40,323	33,806	56,114	32,969	40,464	24,954	40,727	40,400	11,073	39,592	10,276	403,063
SBBC VEHICLE MAINTEN. DPT NEF													
11.2018-10.2019	37,244	29,674	37,110	22,262	36,972	29,520	44,198	55,509	29,220	29,489	29,580	29,695	410,473
11/2019-10/2020	37,285	29,822	22,355	21,077		14,742	22,120	44,259	51,686	29,557	29,617	29,762	332,282
11/2020-10/2021	37,336	29,825	37,262	29,819	37,130	37,000	44,251	29,423	36,879	44,285	29,620	22,328	415,158
CITY OF MIRAMAR NEF													
11.2018-10.2019	56,596	29,227	32,816	35,613	38,498	33,678	31,549	39,012	34,015	31,451	23,970	18,635	405,059
11/2019-10/2020	17,775	32,097	29,337	41,168	34,272	28,479	34,327	29,290	27,535	38,028	36,958	27,762	377,029
11/2020-10/2021	27,466	26,396	27,290	33,616	27,431	25,172	32,557	26,322	27,622	26,308	26,047	32,144	338,371
CITY OF SUNRISE NEF													
11.2018-10.2019	22,720	29,448	37,747	31,698	30,700	23,742	38,689	37,799	28,791	32,475	23,021	37,615	374,445
11/2019-10/2020	36,750	23,917	32,823	23,842	31,824	29,842	39,729	24,619	34,200	29,436	28,843	23,872	359,696
11/2020-10/2021	31,567	23,049	37,798	32,757	33,635	26,834	27,902	35,750	33,940	29,233	27,434	29,087	368,984
CITY OF MIAMI NEF													
11.2018-10.2019	24,896	33,292	33,724	33,566	33,103	32,408	32,976	41,676	33,874	41,773	25,157	33,688	400,133
11/2019-10/2020	40,634	33,006	32,000	23,994	16,810	31,914	32,743	29,947	24,676	25,126	33,185	33,204	357,239
11/2020-10/2021	25,417	23,380	25,325	25,259	33,365	24,718	32,067	31,895	25,080	30,694	29,632	24,818	331,650
TOWN OF DAVIE NEF													
11.2018-10.2019	35,207	25,023	25,927	32,354	26,604	35,094	26,476	34,941	32,148	23,955	25,114	23,855	346,698
11/2019-10/2020	25,827	19,704	38,211	26,809	26,422	26,853	30,735	26,996	24,133	34,555	32,623	30,791	343,659
11/2020-10/2021	25,918	25,192	29,546	25,009	26,425	25,089	32,158	25,089	31,636	23,353	17,055	29,505	315,975
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	36,338	27,268	18,393	27,441	35,937	27,020	26,294	35,811	24,214	27,095	18,503	27,018	331,331
11/2019-10/2020	27,016	27,452	18,080	26,947	27,176	26,337	35,572	26,207	35,646	17,473	26,664	27,401	321,971
11/2020-10/2021	27,461	17,924	27,060	27,403	26,842	26,836	27,138	35,430	26,477	26,175	26,927	27,062	322,735

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
CITY OF CORAL SPRINGS NEF													
11.2018-10.2019	33,690	17,840	17,764	33,542	25,546	25,834	32,657	34,329	16,690	26,348	25,862	17,728	307,830
11/2019-10/2020	8,856	35,407	31,240	26,607	22,324	21,173	39,131	15,631	25,450	16,727	26,349	30,558	299,453
11/2020-10/2021	25,849	16,819	26,639	26,639	24,292	26,425	25,416	33,142	17,459	31,117	28,503	22,780	305,080
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019	25,471	16,609	16,958	17,018	24,902	16,459	16,944	25,283	16,909	16,502	36,494	42,074	271,623
11/2019-10/2020	16,588	25,076	16,837	16,793	16,401	16,775	24,689	16,720	25,125	16,763	16,405	16,995	225,167
11/2020-10/2021	8,440	22,972	16,867	16,916	16,402	16,767	16,708	25,011	16,690	16,716	16,820	16,917	207,226
CITY OF LAUDERHILL NEF													
11.2018-10.2019	20,109	19,102	13,259	20,178	25,212	12,574	25,509	18,687	18,548	20,087	18,406	12,960	224,631
11/2019-10/2020	18,707	16,685	21,410	12,707	18,930	13,198	23,678	16,375	21,897	18,602	15,994	19,294	217,477
11/2020-10/2021	16,965	20,006	21,061	18,957	18,501	22,310	17,309	18,256	21,555	17,559	17,549	21,510	231,538
CITY OF NORTH MIAMI NEF													
11.2018-10.2019	18,830	13,830	22,312	14,701	13,499	18,415	21,808	23,987	12,777	13,750	23,685	12,856	210,450
11/2019-10/2020	22,796	17,858	13,874	14,448	20,770	20,662	14,626	13,677	17,665	21,486	20,744	12,876	211,482
11/2020-10/2021	13,917	13,908	19,833	20,849	12,856	22,596	13,668	17,653	19,672	14,562	15,129	13,851	198,494
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019	15,148	21,253	15,102	21,489	23,494	14,055	19,304	24,329	13,333	21,480	19,855	20,604	229,445
11/2019-10/2020	11,949	19,810	12,688	10,303	21,207	13,522	21,555	12,606	11,916	21,357	11,807	20,021	188,741
11/2020-10/2021	13,427	20,199	10,650	21,997	9,682	19,770	14,624	18,707	13,424	17,656	9,619	21,110	190,867
CITY OF MARGATE NEF													
11.2018-10.2019	19,344	12,880	19,299	18,748	12,115	35,479	17,431	21,494	13,464	20,252	14,108	839	205,453
11/2019-10/2020	18,842	13,886	19,843	27,363	18,279	12,814	23,620	12,187	22,519	12,609	13,359	196	195,517
11/2020-10/2021	13,231	19,465	19,620	12,495	36,223	19,233	17,697	12,260	19,194	20,184	13,344	3,174	206,120
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	10,506	10,813	10,870	10,379	15,586	9,863	14,803	12,999	10,525	15,578	36,658	29,249	187,826
11/2019-10/2020	10,576	14,395	10,072	11,507	16,937	10,743	18,058	9,093	13,983	15,675	14,852	10,191	156,080
11/2020-10/2021	11,049	16,142	14,875	13,525	13,721	16,107	21,135	14,229	16,744	16,866	9,275	14,097	177,764
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	16,325	8,689	8,677	17,403	8,770	17,497	17,455	13,427	8,138	16,699	8,663	17,453	159,196
11/2019-10/2020	18,820	9,889	19,701	8,016	15,717	17,315	13,723	9,339	10,900	14,705	8,367	8,430	154,922
11/2020-10/2021	15,532	7,731	15,407	15,989	15,203	14,091	13,009	16,567	10,393	20,336	11,557	12,633	168,448
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019	11,859	15,349	13,403	17,338	13,881	9,892	15,695	11,886	5,692	19,644	8,909	13,912	157,460
11/2019-10/2020	8,971	8,871	16,755	7,908	18,574	10,723	12,662	13,810	16,504	8,777	15,793	15,837	155,185
11/2020-10/2021	11,742	10,947	7,000	22,877	5,432	20,192	9,769	8,644	15,760	18,179	8,827	19,852	159,221
CITY OF POMPANO BEACH NEF													
11.2018-10.2019	7,907		7,686	15,785	7,878	39,719	15,690	15,694	7,848	15,722	15,791	7,935	157,655
11/2019-10/2020	7,891	7,929	7,939	7,893	31,900	15,746	7,875	15,742	7,871	15,749	7,887		134,422
11/2020-10/2021		7,853	7,000	7,922	15,804	31,843	15,743	7,847	15,752	15,757	7,903		133,424
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019								7,357		17,649			25,006
11/2019-10/2020	26,699	8,880	26,479	16,387	17,514	26,482	17,716	16,812	16,677	25,584	17,445	17,754	234,429
11/2020-10/2021				8,850	17,676	17,568	17,584	16,999	17,398	16,656	17,658	8,756	139,145
CITY OF TAMARAC NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019	7,668	7,431	7,433	7,441	14,757	7,341	7,347	10,856	6,000	7,374	7,301	7,425	98,374
11/2019-10/2020	7,438	7,433	7,450	7,431	7,403	7,378	10,093	7,002	7,358	7,379	7,396	7,421	91,182
11/2020-10/2021	7,757	7,659	7,453	7,622	7,406	7,588	13,969	3,922	14,039	7,768	5,926	7,462	98,571
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019	7,459	7,408	7,424	7,911	7,393	7,381	7,844	14,741	7,355			7,395	82,311
11/2019-10/2020	5,005	8,177	6,000	6,002	5,919	10,412	4,001	8,909	5,451	7,392	8,001	6,945	82,214
11/2020-10/2021	5,971	6,001	6,000	7,438	6,005	7,477	7,378	7,380	7,373	7,364	6,502	6,001	80,890
TOWN OF PALM BEACH NEF													
11.2018-10.2019	6,300	3,931	3,200	4,001	6,999	4,956	7,456	8,004		7,002	3,982	6,814	62,643
11/2019-10/2020	4,000	6,448	7,000	6,431	6,107	3,411	9,104	3,404	8,583	3,501	4,000	6,998	68,987
11/2020-10/2021	3,000	7,644	6,113	4,000	5,521	3,000	6,870	5,868	5,300	3,676	6,401	7,122	64,516
CITY OF BOCA RATON NEF													
11.2018-10.2019	4,852	5,008	4,631	5,653	5,157	4,044	6,062	4,228	4,385	5,551	3,708	4,847	58,125
11/2019-10/2020	4,950	4,986	4,871	4,020	3,596	5,001	5,057	4,818	5,058	4,383	4,605	5,489	56,834
11/2020-10/2021	3,864	4,634	5,552	4,634	4,841	4,630	3,609	5,394	5,125	4,162	4,193	5,105	55,744
CITY OF WESTON NEF													
11.2018-10.2019	4,501		4,501	4,500	4,501		5,802	6,001		6,434		4,502	40,742
11/2019-10/2020	4,500		6,002	4,448		4,502	4,500		4,502	4,500		4,500	37,454
11/2020-10/2021	4,501		4,500	4,500	2,501		4,202	4,502	4,502	4,502		4,500	38,210
VILLAGE OF NORTH PALM BCH -NEF													
11.2018-10.2019	3,800	3,957	4,000	3,503	5,116	3,401	4,200	7,319	3,500	4,537	4,240	4,061	51,634
11/2019-10/2020	3,600	3,701	3,450	2,651	725	794	1,500				4,402	3,300	24,124
11/2020-10/2021		2,201	1,200				4,001	1,360	1,000	1,700	4,046		15,508
CITY OF DANIA BEACH NEF													
11.2018-10.2019	2,501	2,300	2,500	2,362	2,401	2,200	2,501	2,470		2,500	2,400		24,135
11/2019-10/2020	2,424	2,500	2,500	2,173	2,501	4,151	2,326	2,003	4,200	2,000	2,400	2,201	31,378
11/2020-10/2021	2,000	2,000	1,990	3,965	1,501	4,002	3,200	4,002	1,988	2,500	2,001	4,002	33,151
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019					1,850	1,800	3,802	2,959	1,805	2,100			14,315
11/2019-10/2020	1,296	4,228	1,500	1,802	2,322	3,479	2,908	1,700	2,179	1,989	1,801	2,100	27,304
11/2020-10/2021	1,787	1,699	2,101	4,299	1,800	1,500	3,871	2,258	2,314	2,306	1,978	3,257	29,170
CITY OF GREENACRES NEF													
11.2018-10.2019	1,558	1,535	1,200	1,329	1,520	1,848	1,497	1,726	1,476	1,525	1,394	878	17,485
11/2019-10/2020	1,876	1,285	950	340	526	1,854	1,363	791	1,906	1,975	1,134	970	14,969
11/2020-10/2021	1,200	900	1,753	1,301	1,000	1,532	1,300	1,504	1,336	1,506	1,053	1,244	15,628
VILLAGE OF PALM SPRINGS NEF													
11/2020-10/2021						3,016	8,209	5,909	7,218	7,019			31,371
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	336		309	312	559	268	643	599	300	322	306	539	4,493
11/2019-10/2020	337	236	260			293	300	275	249	300	352	224	2,826
11/2020-10/2021	301	283		262	386	294	300		356	314	303		2,797
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						875				1,136			2,010
11/2020-10/2021							992	850	1,282	1,226			4,349
BROWARD SHERIFF'S OFC - PU-NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020							1,180	0					1,180
DYED ULTRA LOW SULFUR DS/BULK GALLONS	**86,025**	**82,606**	**134,365**	**134,171**	**184,933**	**185,527**	**161,797**	**156,800**	**87,129**	**79,098**	**120,938**	**116,453**	**1,529,841**
BROWARD CNTY BOARD OF NEF													
11.2018-10.2019	7,415	6,629	6,329	7,463	9,191	15,207	8,408	11,679	7,743	9,496	7,444	20,032	117,034
11/2019-10/2020	8,278	7,054	8,335	6,066	16,838	12,945	6,602	7,368	6,221	7,471	7,205	7,831	102,214
11/2020-10/2021	13,993	6,237	14,865	6,992	15,795	10,458	8,574	7,942	7,113	6,336	15,364	9,737	123,406
CITY OF HOLLYWOOD NEF													
11.2018-10.2019	8,402		6,935	6,922	13,852	11,922	6,910	6,700	(77)	5,241	6,927	6,954	80,688
11/2019-10/2020	6,100		6,958		9,375	36,559		34	6,917		6,940	7,171	80,054
11/2020-10/2021	13,925	6,958	6,945	6,935	26,671	14,705	6,913				6,928	6,965	96,945
CITY OF WEST PALM BEACH NEF													
11.2018-10.2019			301			613			9,797				10,711
11/2019-10/2020			21,293	27,714	13,873	7,417	14,890	6,896		21,264		7,459	120,806
11/2020-10/2021	12,819	13,933	20,871	14,382		7,419	7,210	7,410			20,784	13,901	118,729
CITY OF BOCA RATON NEF													
11.2018-10.2019	1,000	2,505	2,001	1,001	3,251	4,002	6,503	4,102	2,970	2,000	4,380	3,000	36,714
11/2019-10/2020	1,000	1,001	3,280	2,300	4,001	3,000	6,601	3,500		2,502	1,001	3,401	31,586
11/2020-10/2021		3,018	1,000		4,100	4,000	2,400	3,780	6,459	2,985	2,884		30,626
CITY OF MIRAMAR NEF													
11.2018-10.2019		11,937			9,457	7,384	1,593	6,676			7,451	3,013	47,512
11/2019-10/2020			5,002	9,118			2,000		1,801				17,920
11/2020-10/2021		7,444	3,136		1,150	5,814	5,000		1,501		4,407		28,452
CITY OF FORT LAUDERDALE NEF													
11.2018-10.2019			4,106		8,218			15,469			445		28,237
11/2019-10/2020		3,650	8,709	683			9,947	2,001	2,947				27,936
11/2020-10/2021			650	6,254	3,380	2,695	5,357	801		5,040	10,629	800	35,606
CITY OF PLANTATION - FUEL NEF													
11.2018-10.2019	3,262	189	174	4,276	3,485	9,287	431	2,902	228	422	439		25,093
11/2019-10/2020	2,500	201	250		3,436	9,800	4,141	575	226	3,000	152	303	24,583
11/2020-10/2021	150	2,705	150	276	250	3,087	425	551	264	400	100	200	8,558
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	200				399			4,000			828		5,427
11/2019-10/2020		2,238	200	619	120				7,092				10,270
11/2020-10/2021					1,800		1,800	7,886		210	6,500	4,350	22,546
SBBC PHYSICAL PLANT OP DPT NEF													
11.2018-10.2019	154	155	360	171	118	400	457	4,334	73	383	181	849	7,633
11/2019-10/2020	1,163		768	374	1,075	353	4,568	3,005	810	534		659	13,309
11/2020-10/2021		58	321	790	10,289	786	2,512	224	158	137	1,000	98	16,372
CITY OF NORTH MIAMI BEACH NEF													
11.2018-10.2019					7,418			1,948	284				9,650
11/2019-10/2020				9,915			1,157		682	927			12,681
11/2020-10/2021				6,501			4,900						11,401
CITY OF MARGATE NEF													
11.2018-10.2019				4,878		800		643			851	2,100	9,273

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020	1,805						1,446			800			4,051
11/2020-10/2021				2,294								12,929	15,223
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	1,500		1,269		1,001	1,301	1,784	1,800	1,000			1,000	10,655
11/2019-10/2020		1,212		2,000		1,394	1,050	2,255			1,540		9,451
11/2020-10/2021			2,000		1,200		1,135	1,004		977	871	1,000	8,187
TOWN OF DAVIE NEF													
11.2018-10.2019								4,034					4,034
11/2020-10/2021							9,863	3,979		7,406			21,248
CITY OF POMPANO BEACH NEF													
11.2018-10.2019			2,493					3,001	1,000				6,494
11/2019-10/2020			2,000				4,499	2,500	1,500				10,499
11/2020-10/2021					3,000			1,000			1,000		5,001
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019					2,124		2,222	0	1,875				6,221
11/2019-10/2020						2,375	1,135		5,126				8,635
11/2020-10/2021		1,200							1,250				2,450
CITY OF SUNRISE NEF													
11.2018-10.2019	2,081	93	118	1,674	125	85	150	1,715	197	127	158	79	6,600
11/2019-10/2020	110	118	215	139	154	160	2,660	241	142	137	134	117	4,327
11/2020-10/2021	74	1,318	95	116	160	276	2,881	101	296	152	140	144	5,753
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019		243	1,942	1,424	709	483	550	4,075	443				9,868
11/2019-10/2020	95	510			467	327		63				324	1,785
11/2020-10/2021			881			500		766		501			2,648
CITY OF COOPER CITY, FL NEF													
11.2018-10.2019								4,173					4,173
11/2019-10/2020				2,242									2,242
11/2020-10/2021						4,458							4,458
CITY OF TAMARAC NEF													
11.2018-10.2019						304			2,000				2,304
11/2019-10/2020						4,987							4,987
11/2020-10/2021					2,260								2,260
CITY OF MIAMI NEF													
11.2018-10.2019							834						834
11/2020-10/2021								8,165					8,165
TOWN OF PALM BEACH NEF													
11.2018-10.2019									1,198				1,198
11/2019-10/2020									4,377				4,377
11/2020-10/2021					3,357								3,357
CITY OF NORTH MIAMI NEF													
11.2018-10.2019					490			1,228				996	2,713
11/2019-10/2020		980					910						1,890
11/2020-10/2021				653			409				1,091		2,154
CITY OF CORAL SPRINGS NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11.2018-10.2019			351					401			3,164		3,916
11/2019-10/2020							1,931						1,931
11/2020-10/2021					591					251			842
CITY OF LAUDERHILL NEF													
11.2018-10.2019							2,398		3,519				5,917
11/2019-10/2020								701					701
CITY OF DEERFIELD BEACH NEF													
11.2018-10.2019								2,201					2,201
11/2019-10/2020			672				2,441						3,112
11/2020-10/2021								416					416
CITY OF DANIA BEACH NEF													
11.2018-10.2019								748					748
11/2019-10/2020												1,002	1,002
11/2020-10/2021					1,200								1,200
TOWN OF LANTANA NEF													
11/2019-10/2020										400			400
11/2020-10/2021							2,001						2,001
CITY OF HALLANDALE BEACH NEF													
11.2018-10.2019					552		390	708					1,651
11/2019-10/2020				416									416
CITY OF SUNNY ISLES BEACH													
11/2019-10/2020							1,323						1,323
CITY OF WESTON NEF													
11.2018-10.2019								1,000					1,000
SCHOOL DISTRICT PLM BCH CY NEF													
11/2020-10/2021							400						400
TOWN OF HILLSBORO BEACH NEF													
11.2018-10.2019							47						47
11/2019-10/2020								101					101
11/2020-10/2021							40						40
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019						123							123
CITY OF LIGHTHOUSE POINT NEF													
11.2018-10.2019						100							100
SBBC VEHICLE MAINTEN. DPT NEF													
11/2019-10/2020												41	41
GASOHOL 93 ETHANOL 10%/ BULK GALLONS	**63,495**	**65,327**	**70,994**	**62,603**	**67,228**	**78,720**	**74,392**	**65,838**	**109,165**	**88,779**	**63,903**	**74,678**	**885,123**
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								6,879	27,739	29,131			63,749
11/2019-10/2020	42,756	24,410	42,062	23,807	27,760	44,971	33,909	26,606	40,182	33,601	39,015	33,241	412,320
11/2020-10/2021	19,689	40,917	27,532	38,296	38,768	33,749	39,069	32,013	40,844	24,919	24,388	41,050	401,234
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	401		500		398		501		400				2,200
11/2019-10/2020	649		400		302		514	340		528	500		3,233

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2020-10/2021			500	500			400			600		387	2,387
GASOHOL 89 ETHANOL 10%/ BULK GALLONS	**41,339**	**69,529**	**43,094**	**70,302**	**40,339**	**28,805**	**45,767**	**58,141**	**31,650**	**25,513**	**42,870**	**47,531**	**544,879**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019	8,948	26,243	8,864	26,493	17,750	8,859	26,078	17,403	17,502		25,944	17,758	201,842
11/2020-10/2021	8,946	26,580	17,722	17,818						8,388		8,894	88,348
VILLAGE OF PALM SPRINGS NEF													
11.2018-10.2019	7,979	2,987	4,024	8,371	4,487	6,455	7,142	7,990	5,490	6,997	5,499	3,979	71,399
11/2019-10/2020	6,975	2,986	6,132	7,662	6,534	7,280	8,577	5,657	6,464	8,879	3,937	5,990	77,069
11/2020-10/2021	6,792	6,830	3,400	6,809	8,800	3,201					5,390	6,400	47,621
CITY OF LAUDERDALE LAKES NEF													
11.2018-10.2019	744	1,003	951	1,004	1,096	1,003	1,100	2,091	991		950	1,496	12,429
11/2019-10/2020	956	1,901	1,000		874	1,025	1,678		1,203	1,250	1,149	992	12,028
11/2020-10/2021		1,000	1,001	2,144	799	983	1,193					2,022	9,142
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019								25,001					25,001
CITY OF NORTH MIAMI NEF													
11/2020-10/2021										0			0
CFN ULTRA LOW SULFUR DSL	**1,679**	**1,565**	**1,575**	**1,500**	**1,293**	**5,859**	**1,220**	**1,653**	**1,256**	**1,537**	**1,710**	**2,011**	**22,858**
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019	557	585	647	609	561	567	505	640	480	653	597	539	6,942
11/2019-10/2020	671	525	517	366	365	382	273	440	356	480	695	569	5,638
11/2020-10/2021	411	454	411	525	367	440	388	573	419	404	418	503	5,312
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						4,461	55						4,516
11/2019-10/2020												400	400
11/2020-10/2021	40												40
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						9							9
CFN GASOHOL 87 ETHANOL 10% /BULK	**91**	**1,723**	**145**	**89**	**144**	**15,165**	**1,130**	**132**	**136**	**190**	**73**	**124**	**19,144**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						15,074	1,039			122			16,235
11/2019-10/2020		150	34									24	208
11/2020-10/2021	11	1,457						18	19				1,505
BROWARD SHERIFF'S OFFICE NEF													
11.2018-10.2019		37	29	27	71	27	27	79	44	19		31	392
11/2019-10/2020	41	43	44	32	30	27	14	13	45	31	37	23	379
11/2020-10/2021	39	36	37	30	44	27	49	22	28	19	36	47	414
CITY OF WEST PALM BEACH NEF													
11/2019-10/2020						10							10
DIESEL EXHAUST FLUID/BULK	**956**	**504**	**1,333**	**668**	**996**	**1,034**	**1,760**	**1,648**	**702**	**801**	**1,201**	**600**	**12,201**
CITY OF FORT LAUDERDALE NEF													

Attachment G - Product and Account Gallon Report.xlsx

Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
11/2019-10/2020			4		418	51	451	450	500	302	401	401	2,977
11/2020-10/2021	500	500	650	250	945	200	500	651	400	400	800	600	6,396
CITY OF PEMBROKE PINES NEF													
11.2018-10.2019	456						558						1,014
11/2019-10/2020			269					497					766
11/2020-10/2021			414			383	251						1,048
DIESEL EXHAUST FLUID/55 GL. DRUM NRD	**55**	**110**	**55**	**385**	**55**		**220**	**110**		**110**	**110**	**165**	**1,375**
CITY OF COCONUT CREEK NEF													
11.2018-10.2019	55		55	165			110	110				55	550
11/2019-10/2020		110		110			110			110	110		550
11/2020-10/2021				110								110	220
CITY OF FORT LAUDERDALE NEF													
11/2019-10/2020					55								55
CFN UNL REC 90		**36**				**178**							**214**
CITY OF RIVIERA BEACH - NEF													
11.2018-10.2019						163							163
11/2020-10/2021		36											36
BROWARD SHERIFF'S OFFICE NEF													
11/2019-10/2020						15							15
Grand Total	**5,063,264**	**5,219,403**	**5,446,766**	**5,311,932**	**5,755,389**	**4,972,113**	**5,233,950**	**5,358,689**	**5,039,495**	**5,529,133**	**4,839,554**	**4,820,051**	**62,589,740**

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Stephen Bush							
Firm's Qualification and Capabilities	0-40	15	25	20	40	15	10
Emergency Suppliy Capabilities	0-20	8	10	5	20	10	5
References	0-10	5	5	5	10	5	3
Cost	0-30	10	20	15	10	15	20
	Total =	38	60	45	80	45	38
Committee Member	Potential Points						
Forrest Hall							
Firm's Qualification and Capabilities	0-40	18	40	20	40	6	10
Emergency Suppliy Capabilities	0-20	8	18	10	20	5	5
References	0-10	6	10	8	10	3	2
Cost	0-30	12	12	15	10	15	15
	Total =	44	80	53	80	29	32
Committee Member	Potential Points						
Ross Meslin							
Firm's Qualification and Capabilities	0-40	20	30	20	38	10	10
Emergency Suppliy Capabilities	0-20	5	18	10	18	5	5
References	0-10	5	9	6	9	0	2
Cost	0-30	15	20	10	5	30	25
	Total =	45	77	46	70	45	42

Analysis Comparison, Ranking 01/30/17, E-13-17
UNLEADED GASOLINE AND DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

	Total Potential Points	Indigo Energy Partners LLC	Macmillan Oil Company LLC	Mansfield Oil Company	Port Consolidated, Inc.	Pro Energy LLC	RKA Petroleum, Inc.
Committee Member	Potential Points						
Angelo Salmone							
Firm's Qualification and Capabilities	0-40	25	35	25	40	20	20
Emergency Suppliy Capabilities	0-20	10	17	10	20	7	5
References	0-10	5	7	6	10	2	2
Cost	0-30	22	25	23	20	20	20
	Total =	62	84	64	90	49	47

Committee Member	Potential Points						
Paul Strauss							
Firm's Qualification and Capabilities	0-40	30	35	35	40	20	20
Emergency Suppliy Capabilities	0-20	10	15	15	18	10	10
References	0-10	5	10	10	10	5	5
Cost	0-30	15	20	5	5	20	20
	Total =	60	80	65	73	55	55

Committee Members (Average)							
Firm's Qualification and Capabilities	0-40	22	33	24	40	14	14
Emergency Suppliy Capabilities	0-20	8	16	10	19	7	6
References	0-10	5	8	7	10	3	3
Cost	0-30	15	19	14	10	20	20
	Average Score =	50	76	55	79	45	43

Committee Members (Total)							
Firm's Qualification and Capabilities	0-200	108	165	120	198	71	70
Emergency Suppliy Capabilities	0-100	41	78	50	96	37	30
References	0-50	26	41	35	49	15	14
Cost	0-150	74	97	68	50	100	100
	Grand Total=	249	381	273	393	223	214

VOTING MATRIX
RFP E-13-17
Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group
Short-List Presentations 02/06/17

FIRM / COMMITTEE MEMBER	Stephen Bush	Forrest Hall	Ross Meslin	Angelo Salomone	Paul Straus	TOTAL	RANKING
MacMillan Oil	2	2	2	2	1	9	2
Mansfield Oil	3	3	3	3	3	15	3
Port Consolidated	1	1	1	1	2	6	1

Note: Firms scored ordinally, 1, 2, 3, etc.; a score of 1 was given to the firm considered most qualified to provide the required services to the City. The firm with the fewest total points is ranked #1.

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

SAMPLE SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the City of Pompano Beach ("City") and _____, a _____ corporation **or** limited liability company ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide _____ services upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement. OR Remove the following language if not applicable: This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payment of a not to exceed Fixed Fee of $_____ per month or a Not to Exceed Fixed Fee of $_____.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis or on _____.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be _____ and the Contractor's Contract Administrator shall be _____ (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: _____
_____
_____
_____
Office:
Cell:
Email:
Fax:

If to City: _____, Contract Administrator
_____
_____
_____
Office:
Cell:
Email:
Fax:

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or

sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements including, but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

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

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611

RecordsCustodian@copbfl.com

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement 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. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20

calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

_____
ASCELETA HAMMOND, CITY CLERK

By:_____
REX HARDIN, MAYOR

(SEAL)

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

_____
(Print or type name of company here)

Witnesses:

By:_____

_____

Print Name:_____

_____
(Print or Type Name)

Title:_____

_____

Business License No._____

_____
(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by _____ _____ as _____ of _____, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Service contract 11/7/2019 ACP

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

November 22, 2021

ADDENDUM #1, RFP E-03-22

UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

To Whom It May Concern,

I. The following changes have been made to Attachment A, page 2:

- Section 2.2 currently reads:

Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- Section 2.2 has been revised to read:

Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack).

Plus

Positive or Negative differential proposed for 87 Octane Unleaded per section 2.1. (Differential to be constant regardless of the applicable RVP.)

II. The following changes have been made to Attachment A, pages 2 and 3:

- Section 2.3 currently reads:

Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

- Section 2.3 has been revised to read:

Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur per Section 2.1.

III. Attachment F - Sample Invoice, which included a bill of lading and invoice for diesel fuel, has been replaced by Attachment F – Sample Invoice Diesel and Unleaded Gasoline, which includes bills of lading and invoices for both diesel and unleaded gasoline.

IV. Attachment G - Product and Account Gallon Report has been added to the Attachments Tab of the City's eBid System.

V. Attachment H - E-13-17 Analysis Comparison Ranking has been added to the Attachments Tab of the City's eBid System.

VI. Attachment I - E-13-17 Voting Matrix has been added to the Attachments Tab of the City's eBid System.

VII. Attachment J - Sample Service Contract has been added to the Attachments Tab of the City's eBid System.

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system has been **extended** to **2:00:00 p.m. (local), December 6, 2021.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

Online Questions & Answers

Event Information

Number:	E-03-22 Addendum 1
Title:	Unleaded Gasoline & Diesel Fuel
Type:	Request for Proposals
Issue Date:	10/28/2021
Question Deadline:	11/22/2021 05:00 PM (ET)
Response Deadline:	12/6/2021 02:00 PM (ET)
Notes:	

The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the link.

Published Questions

Question: Could you please provide a copy of the previous bid tabulations as well as copies of BOLs and Invoices for both gas and diesel? Is this bid broken up in the trailer load and tank wagon deliveries? Is this an all or nothing bid? What is the average delivery size per location? What is the total estimated delivered volume per year? The turnaround time for invoices is 24 hours, does the vendor need to provide backups with the invoice? Could you please provide the street address and cities for these locations? Main Courthouse Shop N Regional courthouse Midrise Main Library S Regional Courthouse Public Safety Bldg 1 Public Safety Bldg 2 Public Safety Bldg 3 W Regional Courthouse Medical Examiner Booher Bldg. EOC BCGC West Tank 1 BCGC West Tank 2 1200 Garage Gov. Center Central Warehouse NW Regional Library Mental Health N Homeless Shelter Hughes Bldg. African American Library S Regional Maint Ctr Lowrise: 2600 SW 4th Ave. Ft. Laud, FL 33315

Answer: The previous solicitation was not a bid, but an RFP. Attachment H - Analysis comparison ranking has been provided in Addendum - 1.

Attachment F- Sample Invoice Diesel and Unleaded Gasoline has been provided in Addendum - 1.

Yes, proposals should have separate amounts for transport loads and tank wagon deliveries.

Yes, this is an all or nothing RFP.

Attachments D and G provide delivered volume information.

Yes. Bills of Lading should be received with delivery of product. Quick invoice turn-around facilitates prompt payment from municipalities.

1. Broward Main Courthouse - 201 SE 6th St Fort Lauderdale, 33301
2. N. Regional Courthouse - 1600 W Hillsboro Blvd, Deerfield Beach, 33442
3. Midrise Office Building - 540 SE 3rd Ave. Fort Lauderdale, 33301
4. Main Library - 100 S Andrews Avenue, Fort Lauderdale, 33301
5. S. Regional Courthouse - 3550 Hollywood Blvd., Hollywood, 33021
6. Broward Public Safety Building - 2601 W Broward Blvd., Fort Lauderdale, 33312
7. Broward Public Safety Building - 143 NW 25 Terr., Fort Lauderdale, 33311
8. Broward Public Safety Building - 120 SW 3rd St., Pompano Beach, 33060
9. W. Regional Courthouse - 100 N Pine Island Road, Plantation, 33324
10. Medical Examiner - 5301 SW 31st Ave., Fort Lauderdale, 33312
11. Booher Building - 3275 NW 99th Way, Coral Springs, 33065
12. EOC BCGC - 201 NW 84th Ave., Plantation, 33324
13. Broward Government Center - 115 S Andrews Ave., Fort Lauderdale, 33301
14. Broward Government Center West - 1 N University Dr., Plantation, FL 33324
15. Government Center 1200 Garage - 151 SW 2nd St., Fort Lauderdale, 33301
16 Central Warehouse - 960 NW 38th St. Oakland Park, 33309
17. NW Regional Library - 3151 N University Dr., Coral Springs, 33065
18. N. Homeless Shelter - 1700 NW 30 Ave., Pompano Beach, 33069
19. African American Library - 2650 Sistrunk Blvd., Fort Lauderdale 33311

Asked: 11/22/2021 10:55 AM (ET)

Question:	Would the Southeast FL Coop consider extending the due date?
Answer:	The deadline has been extended to 12/6/2021.
Asked:	11/19/2021 02:30 PM (ET)
Question:	Can you please provide the addresses for the Broward County EOC, West Tank 1 & 2 & Mental Health?
Answer:	Broward EOC 201 NW 84th Ave., Plantation, 33324
Asked:	11/19/2021 02:30 PM (ET)
Question:	Can you please provide the addresses for Broward County Public Safety Buildings 1, 2 & 4?
Answer:	2601 W Broward Blvd., Fort Lauderdale, 33312 - 701 SW 71st Ave., North Lauderdale, 33068 - 120 SW 3rd St., Pompano Beach, 33060
Asked:	11/19/2021 02:29 PM (ET)
Question:	If a split occurs, is the fee to be included in the bid differential pricing or a separate line item on the invoice?
Answer:	There shall be no fee for the split.
Asked:	11/19/2021 02:28 PM (ET)
Question:	If a split occurs, how many sites are to be split per delivery?
Answer:	A maximum of two sites.
Asked:	11/19/2021 02:28 PM (ET)
Question:	What percentage of time are deliveries split between multiple locations?
Answer:	Less than five percent (5%) of all transport loads are split locations.
Asked:	11/19/2021 02:28 PM (ET)
Question:	Are gas and diesel delivered together on the same shipment?
Answer:	Yes, about 10% of all transport loads are split product.
Asked:	11/19/2021 02:28 PM (ET)
Question:	Would the SE Florida Coop be able to provide historical monthly volume usages by fuel grade?
Answer:	Attachment G - Product and Account Gallon Report is included in Addendum - 1.
Asked:	11/19/2021 02:27 PM (ET)
Question:	When will the awarded vendor be notified to lock the fixed price?
Answer:	The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.
Asked:	11/19/2021 02:26 PM (ET)

Question: How will the awarded vendor be notified to lock the fixed price?

Answer: The figure for unbranded rack average +/- the differential of the awarded company will be finalized at negotiation.

Asked: 11/19/2021 02:25 PM (ET)

Question: If you were to award/select a fixed price, do you want a “all in” price or just a differential to the NYMEX?

Answer: Taxes will not be included in the proposed differential.

Asked: 11/19/2021 02:25 PM (ET)

Question: Will the above ground tanks require the delivery truck to provide a pump for offloading?

Answer: Yes.

Asked: 11/19/2021 02:25 PM (ET)

Question: Or are wet signatures required for bids to be considered responsive?

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP

Asked: 11/19/2021 02:24 PM (ET)

Question: Will bids be considered responsive if electronic signatures are used? (i.e. DocuSign)

Answer: An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/19/2021 02:24 PM (ET)

Question: Who is the current vendor?

Answer: Port Consolidated, Inc.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide tax exemptions / certificates.

Answer: As a part of executed individual municipal contracts, the awarded company will receive tax exemption certificates from each of the respective municipalities.

Asked: 11/19/2021 02:24 PM (ET)

Question: Please provide the tabulations for the current contract.

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/19/2021 02:23 PM (ET)

Question: Can you push this back a week or 2 with the the Thanksgiving Holiday being just before the bid opening?

Answer: The deadline has been extended to 12/6/2021.

Asked: 11/18/2021 11:29 AM (ET)

Question: Can we look at the last weighted tabulations from this bid?

Answer: The Analysis Comparison Ranking and Voting Matrix for E-13-17 are included in Addendum - 1.

Asked: 11/18/2021 11:27 AM (ET)

Question: The due date for submission is the Monday after Thanksgiving. Would you consider moving the submission date a day or two later?

Answer: The deadline has been extended by one week to 12/6/2021.

Asked: 11/8/2021 04:27 PM (ET)

Question: Do any of the sites in need of marine product?

Answer: Marine product is not addressed in this RFP.

Asked: 11/8/2021 04:25 PM (ET)

Question: 13. What is the average delivery size received by each location? 14. Do you have a minimum gallon order quantity? 15. What is the anticipated award date? 16. Is there a local preference for this bid? 17. If yes, how is the local preference calculated into the scoring for award? 18. Will Federal Environmental Recover Fee, Federal LUST, and miscellaneous county taxes / fees be included in price differential or shown as a separate line item on invoice? 19. Are taxes to be included in the differential pricing? 20. What percentage of total volume will be locked under the fixed price agreement? 21. Will the entity lift gallons from the “open market” while also under the locked fixed NYMEX price contract? 22. In light of the current COVID-19 pandemic, will an electronic signature be allowed in this solicitation, or does AISD require a “wet” signature?

Answer: 13. This information is not available.
14. The Alternate Fuels section (Section F-8-c of the solicitation document) is the only section where minimums have been expressly permitted.
15. 1/11/2022 is the tentative award date.
16. There is no local preference for this solicitation.
17. There is no local preference for this solicitation.
18. Taxes will be shown on a separate line item on invoice.
19. No.
20. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
21. Upon execution of its individual contract each participating agency will purchase all of its contracted fuel under this agreement.
22. An electronic signature may be permitted for the RFP response, but the awarded company shall be required to provide a wet signature to execute the contract resulting from this RFP.

Asked: 11/8/2021 10:31 AM (ET)

Question: 9. Please provide site delivery addresses for the following 8 locations as they are blank on Attachment B: a. Town of Palm Beach, D-7 Storm Station Australian (DOCKS), Palm Beach. b. City of West Palm Beach: i. Valley Forge Re-Pump ii. Cumberland Re-Pump iii. Kaye St Re-Pump iv. St Mary's Re-Pump v. Ibis Re-Pump vi. Palm Beach Re-Pump vii. Other Fire Stations c. Broward County Sheriff, MM 35 Alligator Alley 10. Please provide tank sizes for the following locations: a. 3201 W Copans Rd, Pompano Beach b. 3201 W Copans Rd Ft. Lauderdale c. 1521 N 14th Ave, Hollywood d. 13900 Pembroke Rd, Miramar e. 3376 Summit Blvd, West Palm Beach f. 4375 Easley Dr, West Palm Beach g. 220 SW 14th Ave, Ft. Lauderdale h. 949 NW 38 St, Ft. Lauderdale 11. Please provide annual volume per site per tank. 12. Please provide the estimated amount on gallons that are expected to be delivered by Transport truck and how many are to be delivered by Tank Wagon?

Answer: 9.

a. There is no physical address [like a building address] because the fuel tank is between the Australian and Peruvian Docks. Google Earth shows the closest address is 378 South Lake Dr.

b.
i-vi. No longer in service. Disregard
vii, 700 N Congress Ave.

10. Tank sizes are stated in Attachment B

c. Correct address is 1621 N 14th Ave.

11. Attachment G - Product and Account Gallon Report will be included in Addendum-1.
12. Transport volume is approximately 75% of the total volume, and Tank Wagon volume is approximately 25% of the total volume.

Asked: 11/8/2021 10:31 AM (ET)

Question: Standard Bid Questions / Clarifications: Mansfield Oil Company of Gainesville, Inc. will be participating in the bidding process of the above-referenced project. To accurately prepare our submission, we need clarification/answers to the following questions: 1. Which OPIS city are vendors to base their price proposal off of? 2. Would all entities need an OPIS subscription? 3. Are there any entities in locked fixed pricing currently? 4. Do you plan to award to one vendor? 5. Do you plan to split the award between multiple vendors? 6. How often are deliveries split between multiple locations? 7. Please provide a current gas and diesel invoice. 8. Please provide a current gas and diesel Bill of Lading.

Answer: 1. Miami
2. Attachment A Section 9 "OPIS MEMBERSHIP" reads as follows:
Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer’s pricing on an as needed basis.
3. Attachment D includes a list of participating agencies who have agreed to purchase fuel under the terms and conditions of the contract resulting from this RFP.
4. Yes the awards for this contract will be to a single vendor.
5. No.
6. Less than five percent (5%) of all transport loads are split locations.
7. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.
8. Per Addendum - 1, Attachment F has been revised to include bills of lading and invoices for both diesel and unleaded fuel.

Asked: 11/8/2021 10:30 AM (ET)

E-03-22 Addendum 1
Port Consolidated, Inc.
Supplier Response

Event Information

Number: E-03-22 Addendum 1
Title: Unleaded Gasoline & Diesel Fuel
Type: Request for Proposals
Issue Date: 10/28/2021
Deadline: 12/6/2021 02:00 PM (ET)
Notes: The City of Pompano Beach, Lead Agency and hereinafter referred to as the City, is seeking proposals from qualified companies to provide unleaded gasoline and diesel fuel to participating agencies of the Southeast Florida Governmental Purchasing Cooperative Group (Cooperative).

The City will receive sealed Proposals until **2:00:00 p.m. (local), December 6, 2021**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any Proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a virtual public forum. To attend the virtual public meeting, go to

https://www.pompanobeachfl.gov/meetings to find the link.

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Port Consolidated, Inc. Information

Contact: Don Carlton
Address: 3141 SE 14th Ave
Fort Lauderdale, FL 33316
Phone: (800) 683-5823
Email: dcarlton@portconsolidated.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Don Carlton
Signature

dcarlton@portconsolidated.com
Email

Submitted at 11/20/2021 10:48:24 AM

Requested Attachments

E-03-22 Proposal

RFP E-03-22 - Port Consolidated 1 of 2.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 100 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Response Attachments

RFP E-03-22 - Port Consolidated 2 of 2.pdf

RFP E-03-22 - Port Consolidated 2 of 2

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

2 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

3	**Terms & Conditions** Check the box indicating you agree to the terms and conditions of this solicitation. ☑ Agree (Agree)

4	**Acknowledgement of Addenda** Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. ☑ Yes (Yes)

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E (number), 03-22 Unleaded Gasoline & Diesel Fuel for Southeast Governmental Cooperative Group (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 SE 14th Avenue

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.

- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, Metroplex, Colonial, Musket, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.

- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.

- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jasmin Harris, Kyara Figueroa, Vanessa Burch, – 954-522-1182 – cspev@portconolidated.com
- Billing Inquiries – Kathy Coppola – billingfll@portconsolidated.com
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 800-683-5823 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participates to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
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November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 4 different suppliers in Port Everglades for approximately 5 million gallons per month of diesel and 1 million gallons per month of gasoline.
2. Port Consolidated has contracted with 3 different suppliers in the Port of Tampa and Orlando for approximately 3 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 4 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade and Broward County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
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Fax: (954) 527-1191
Toll Free: (800) 683-5823

9. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
10. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 10 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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RFP E-03-22
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated *monthly* usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99,"Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".
- Bulk Diesel Fuel Exhaust Fluid (DEF)

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily ***OPIS*** price published in the "OPIS Contract Benchmark File" as described herein ***for the date of delivery of product*** to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	$ (+) 0.039	$ (+) 0.189
2	Diesel Fuel #2 Ultra Low Sulfur	$ (+) 0.039	$ (+) 0.189
3	Lump Sum Additional Delivery Charge for Deliveries beyond 30 mile radius of Port Everglades only.	$.Ø /each	$.Ø /each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period, except as provided below.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published ***OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price*** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 ***Unbranded Rack Average*** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30-mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane
3	Ultra Low Sulfur #2 Red Dye Diesel

4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol
7	Bulk Diesel Fuel Exhaust Fluid (DEF)

3. PROPOSER'S COST INCREASES AND SURCHARGES

The City may, in its sole discretion, allow for a temporary surcharge to be added to the differential proposed. If the cost of labor or diesel fuel are affected by extreme or unforeseen volatility in the cost of labor or diesel fuel that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Proposer's control; 2) the volatility affects the marketplace or industry, not just the particular successful Proposer's source of supply and/or labor; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Proposer's continued performance of the Contract would result in substantial loss. Any temporary surcharge would require irrefutable evidence and written approval by the City's Manager or their designee.

The successful Proposer and City shall negotiate a time frame for the temporary surcharge, and reevaluate the need for said surcharge upon the end of the negotiated time frame. Should the unforeseen volatility end, and the costs to the successful Proposer are reduced and no longer result in substantial loss, the temporary surcharge must be terminated. If it is determined that the additional unforeseen costs will not abate for the remaining duration of the contract term, the parties reserve the right to negotiate an amendment to the resulting agreement and the proposed differential.

4. TAXES:

4.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.

4.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

5. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

5.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:

A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the OPIS Index prices becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.

5.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment, except for circumstances described under 3. PROPOSER'S COST INCREASES AND SURCHARGES. No other charges shall be added.

5.3 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

6. INVOICING

6.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published ***OPIS*** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

7. ORDERING & PAYMENT:

7.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

7.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

7.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

7.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

7.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

8. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency
- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

9. OPIS MEMBERSHIP

Successful Proposer shall provide City either a subscription to the latest edition of the OPIS Publication PAD 1 report edition, or OPIS Invoice Checker or similar OPIS product that will allow the City to validate the Successful Proposer's pricing on an as needed basis.

10. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

10.1 LEGAL REQUIREMENTS:

A. Compliance with Laws and Codes: Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from

responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.

B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.

C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

11. DELIVERY/RESPONSE TIME:

A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.

C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.

D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).

E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.

F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.

G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.

H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:

- Bill of lading number.
- Name of supplier and carrier.
- Date and time of delivery.
- Type of fuel delivered.
- Gross gallons and net gallons delivered.
- Inches in fuel tank, before and after delivery.
- Driver's signature.
- Signature of participating agency employee receiving delivery, unless otherwise indicated.
- Delivery address.

I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.

J. Carrier shall have the ability to fill above-ground tanks.

K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.

M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.

O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

12. SPILLAGE:

The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.199	+0.399
4	Biodiesel Fuel B5 **	+0.149	+0.249
5	Biodiesel Fuel B20 **	+0.149	+0.249
6	E85 Fuel Ethanol **	N/A	N/A
7	Bulk DEF	Same price as ULSD w/o tax.	Same price as ULSD w/o tax.
8			
9			
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".

** Supply for items 4, 5, and 6 is not guaranteed due to market conditions.

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Hurricane Supply Program - UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

For those members of the Co-op that may require additional hurricane supply, we are pleased to offer the following program:

1. Members may pre-purchase product in full truck load increments during the months of June, July, or August. Product will be priced using the same OPIS price model used for delivered product.
2. Product will be stored at a designated Port Consolidated facility for an additional fee of $0.59 per gallon. Product will be stored for up to 6 months.
3. Members can elect to take delivery of product at any time. There will be a delivery fee of .049 per gallon.
4. Product needs to be removed from storage and delivered by December 31st.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

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PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
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November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County Fleet Services – Ross Meslin - 954-357-6492

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Second Amendment to Guaranteed Supply Agreement

This Second Amendment to Guaranteed Supply Agreement ("**Amendment**") is made by and between Port Consolidated, Inc. ("**PCI**"), a Florida corporation whose offices are located at P.O. Box 350430, Fort Lauderdale, FL 33335, and Marathon Petroleum Company LP ("**MPC**"), a Delaware limited partnership whose offices are located at 539 South Main Street, Findlay, Ohio 45840.

WHEREAS, MPC and PCI entered into a certain Guaranteed Supply Agreement dated December 30, 2019, as amended by the First Amendment to Guaranteed Supply Agreement dated October 8, 2020 (the "**Agreement**"), in which MPC agrees to sell and PCI agrees to purchase Products as described in the Agreement; and

WHEREAS, MPC and PCI desire to amend the "Quantity" section of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the foregoing recitals are incorporated herein by reference and as follows:

1. Except for the provisions of the Agreement specifically addressed in this Amendment, all other provisions of the Agreement will remain in full force and effect.

2. Capitalized terms used but not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

3. The table in Section 3 labeled "Quantity" is hereby deleted in its entirety and replaced with the following table:

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	400,000	1,200,000
Orlando, FL - Kinder Morgan Taft Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	14,000	42,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	WH Gasohol 10% Eth HRVP	Jan - Dec	83,333	250,000
Fort Lauderdale, FL - MPC Eisenhower Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	500,000	1,500,000
		May	666,667	2,000,000
		June - Sept	916,667	2,750,000
		Oct - Dec	1,000,000	3,000,000
Orlando, FL - Kinder Morgan Taft Terminal	DSL ULSD No 2 Bio 0-5% Clear DSL ULSD No 2 Bio 0-5% Dyed	Jan - May	133,333	400,000
		June - Dec	200,000	600,000
Tampa, FL - MPC Terminal Tampa, FL - Buckeye South Terminal	DSL ULSD No 2 Clear DSL ULSD No 2 Dyed	Jan – Apr	316,667	950,000
		May	483,333	1,450,000
		June - Sept	583,333	1,750,000
		Oct	500,000	1,500,000
		Nov	416,667	1,250,000
		Dec	500,000	1,500,000
Fort Lauderdale, FL - MPC Eisenhower Terminal Fort Lauderdale, FL - MPC Spangler Terminal	90 Recreational	Jan - Dec	56,000	168,000

4. The effective date of this Amendment is January 1, 2021.

5. This Amendment constitutes the entire agreement among the parties regarding this subject matter and may be amended or modified only by a written instrument signed by each of the parties.

6. This Amendment supersedes any other prior agreements or understandings of the parties relating to the subject matter specifically contained herein and the parties are not relying on any statement, representation, promise or inducement not expressly set forth herein.

7. The parties may execute this Amendment electronically with the intent that such electronic signature will have the same effect as a handwritten original signature. By signing electronically, PCI and MPC acknowledge that they have read, understand and hereby agree to be bound by the electronic signatures applied to this Amendment in the same manner as if such parties had signed this Amendment with handwritten original signatures.

Each party is signing this Amendment on the date indicated with its respective signature.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Eric Fegley
Eric Fegley (Jan 8, 2021 09:27 EST)

Title: Region Manager

Port Consolidated, Inc.

By: Donald R Carlton Jr.
Donald R. Carlton Jr. (Jan 11, 2021 09:29 EST)

Title: President

PKM RJP ATR
PKM

Approved As To Form

METROPLEX
ENERGY

January 1, 2021

Mr. Don Carlton
President
Port Consolidated Inc.
P.O. Box 350430
Ft. Lauderdale, Florida 33335

Dear Don:

This letter agreement (the "**Agreement**") sets forth the terms pursuant to which Metroplex Energy Inc. ("**MXE**") offers to sell and provide to Port Consolidated ("**Port**"), and pursuant to which Port agrees to purchase, certain Products (as defined below) in the quantities and at the pricing set forth herein. Each of MXE and Port may be referred to individually as a "**Party**" and, collectively, as the "**Parties**".

If the contents of this Agreement accurately state your understanding of the business arrangement contemplated by the Parties herein, please execute and date in the space provided for below. The Parties' mutual execution of this Agreement will constitute the binding agreement of the Parties with respect to the transactions and subject matter contemplated herein.

This Agreement is entered into pursuant to and shall be governed by those certain General Terms and Conditions for Rack Sales attached hereto as **Exhibit A** and incorporated by reference (the "**General Terms and Conditions**"). In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in **Exhibit A**, the terms contained in the body of this Agreement shall control to the extent of such conflict. For the avoidance of doubt, the terms contained in the body of this Agreement shall be considered a "Confirmation" under the General Terms and Conditions and this Confirmation shall document a "Transaction."

TERM:

Table 1

Commencement Date	Expiration Date	Renewal Term Length (if any)
01/01/2021	12/31/2021	12 months

The initial term of this Agreement shall begin on the Commencement Date and end on the Expiration Date set forth in Table 1 (such period, the "**Initial Term**"). After expiration of the Initial Term, this Agreement shall automatically continue for the subsequent periods specified in Table 1 above (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless and until either Party provides the other Party with notice of its intent not to renew the Agreement no later than sixty (60) days' prior to expiration of the Initial Term or the then-current Renewal Term, as applicable.

Sales Terms:

MXE shall sell, and Port shall purchase, the products specified in Table 2 below (the "**Products**"), at the locations and in the quantities, and in accordance with the pricing formula, specified therein.

Table 2

Location	Product	Pricing (per gallon)	Volume (Monthly)
TransMontaigne Pt. Everglades South and/or North	ULSD		See Chart Below
	CONV-87-E10		250,000 Gallons
TransMontaigne and/or Buckeye Tampa/ and/or TransMontaigne Manatee	ULSD		See Chart Below
	REC 90		150,000 Gallons
Kinder Morgan Orlando (Taft)	ULSD		See Chart Below

Location to be determined at seller's discretion

Table 2 – continued -

	TPSI South Main/ North Backup	TPSI Tampa Main/Manatee Backup/ Buckeye Tampa Back Up	Kinder Morgan Main/ Tampa Back Up.
2021	ULSD	ULSD	ULSD
Jan	3,500,000	1,500,000	400,000
Feb	3,500,000	1,500,000	400,000
Mar	4,000,000	1,500,000	400,000
Apr	4,000,000	1,500,000	400,000
May	3,500,000	1,000,000	400,000
Jun	1,750,000	500,000	100,000
Jul	1,750,000	500,000	100,000
Aug	1,750,000	500,000	100,000
Sep	1,750,000	500,000	100,000
Oct	1,750,000	1,000,000	100,000
Nov	1,750,000	1,000,000	100,000
Dec	1,750,000	1,000,000	100,000
	30,750,000	12,000,000	2,700,000

Pricing Indices will be as follows:

- CBOB-83.7
- PBOB-91.4 :
- Ethanol
- D6 CY RIN
- ULSD =
- Gallons will be billed off Net

Saturday, Sunday and Monday lifting's will be priced the same. Daily pricing will run Midnight to Midnight.

SPECIFICATIONS: All Products shall comply with the Kinder Morgan CFPL specifications in Florida.

RATABILITY: Port's obligation to buy and take delivery of product hereunder shall be subject to the daily and monthly tolerances specified in Table 3 below. For the avoidance of doubt, MXE shall have no obligation to sell or deliver to Port any amount in excess of the daily tolerances or monthly tolerances specified in Table 3.

Table 3

Product	Daily Tolerances	Monthly Tolerances
ULSD and All Gas Products	+/- 20%	+15% -10%

The Daily Tolerance percentage shall be based on an expected daily volume calculated as follows: [Monthly Volume x 12] ÷ 365

AVAILABILITY: If for any reason Port, fails to take on schedule, delivery of eighty-five percent (85%) of its aggregate monthly minimum loading quantity for in any month, MXE, at its discretion and without prejudice to any other rights or remedies which Port may have, will be entitled to invoice Port and Port will pay, as liquidated damages an amount equal to $.0200 multiplied by the difference between the volume of product delivered in the applicable month and ninety percent (90%) of the committed volume for such product (in gallons); provided however the product was reasonably available to Port.

Metroplex Energy appreciates your business and looks forward to a continued and mutually-beneficial business relationship. If you agree to the terms contained in this Agreement, please indicate your acceptance by countersigning below.

Sincerely,

Michael A. Smith
Executive Director Marketing
Metroplex Energy, Inc.

FUEL PURCHASER AGREEMENT

THIS FUEL PURCHASER AGREEMENT (the "Agreement") is entered into this 26th day of October, 2021 by and between PORT CONSOLIDATED. ("Fuel Purchaser"), and MUSKET CORPORATION, an Oklahoma corporation ("Musket").

A. Musket, among other things, is in the business of selling and transporting petroleum products and fuel; and

B. Fuel Purchaser desires to buy and Musket desires to sell the products described herein to Fuel Purchaser all under the terms and conditions set forth herein.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Musket and Fuel Purchaser hereby agree as follows:

Fuel Purchaser Contact Person: Don Carlton
Email address: dcarlton@portconsolidated.com
Mobile Phone No.: (954)-275-1967
Address: 3141 SE 14 Ave. Fort Lauderdale, FL. 33316

COMMERCIAL TERMS

Site	Product	Monthly Volume	Pricing
Transmontaigne/Metropl ex Terminal – Tampa T-59-FL-2101- TransMontaigne - Tampa	No2 ULSD	500,000 Gallons	
Motiva Terminal – Port Everglades T-65-FL-2452-Motiva Enterprises LLC	No2 ULSD	500,000 Gallons	

Any change of pipeline rates, additive costs or fees, will result in a change to the Platt's add-on rate at the delivery point.

TERM OF AGREEMENT: December 1st, 2021 through November 30th, 2022 (the "Term")

PAYMENT TERMS: EFT NET 10 Days from date of invoice

EFFECTIVE DATE: The "Effective Date" of this Agreement shall be the date first set forth above, notwithstanding the date of execution by the parties; provided, however, that deliveries of Product hereunder shall not commence until the later to occur of the following: (a) the date a Product order is placed by Fuel Purchaser, or (b) the first date of the Term (stated above).

ACKNOWLEDGEMENT: Fuel Purchasers affirms that they have read and agree to the terms listed herein will serve as general terms to future fuel sales and Fuel Purchaser acknowledges that he has had a reasonable opportunity to read and has read and understood the terms and conditions of this Agreement.

ENTIRE AGREEMENT: This Agreement and the Provisions of Agreement attached hereto constitute the entire agreement between the parties relating to the subject matter hereof and can only be revised or amended in writing, signed by both parties.

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

[SIGNATURES TO FOLLOW]

EXECUTED by the parties to be effective as of the Effective Date.

Fuel Purchaser

By: _____

Its: President

Date: 11-18, 2021

Musket Corporation,
An Oklahoma Corporation

By: _____

Its: Vice President

Date: _____, 2021

PROVISIONS OF AGREEMENT

The Commercial Terms and these Provisions of Agreement are collectively referred to as the "Agreement". This Agreement shall control over any purchase order, delivery sheet or other document used by Fuel Purchaser, regardless of whether or not such document is signed by an employee of Musket Corporation.

1. **PRICE ADJUSTMENTS.** In the event fuel prices are to be determined by reference to an index, the price for each product shall be that first published on the date of delivery. Fuel Purchaser acknowledges that the prices of product sold under this Agreement, if stated in a dollar and cents figure, are based upon consideration of several factors and, as such, are subject to increase or decrease by Seller, in its sole discretion, at any time during the Term of this Agreement, without prior written notice to Fuel Purchaser. If such Product Distribution Costs change over the life of this Agreement, Musket, in its sole discretion, at any time during the Term of this Agreement, with prior written notice to Fuel Purchaser may change the Differential used in calculating the price to reflect the changes in the Product Distribution Costs. In the event any increase in price is unacceptable to Fuel Purchaser, Fuel Purchaser may elect to *immediately* discontinue future purchases hereunder, *only as to the product or products for which the price was increased*; provided that, Fuel Purchaser timely makes such election in accordance with any requirement of Musket in such regard, it being understood that Fuel Purchaser may discontinue the purchase of other products hereunder and/or terminate this Agreement only upon thirty (30) days prior written notice to Seller.

2. **TAXES.** Fuel Purchaser shall be responsible for any and all taxes arising from or related to the transactions contemplated by this Agreement, including but not limited to, all domestic and foreign taxes and duties now or hereafter imposed directly or indirectly: (i) on fuel products purchased by Fuel Purchaser hereunder and (ii) on the production, manufacture, transportation, purchase, sale, use or handling of such fuel products, of any material contained in such fuel products, or of any material from which such fuel products are wholly or partly refined or manufactured. Upon receipt of any invoice, bill or assessment related to such taxes or duties, Fuel Purchaser shall promptly and timely pay the same.

3. **INDEMNITY.** To the extent permitted by applicable law, Fuel Purchaser hereby agrees to defend, indemnify and hold harmless Musket, its parent, subsidiaries, affiliates and related companies, and the partners, officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines or penalties, losses, judgments, costs and expenses (including attorneys fees and court costs), of whatever kind or nature and in any manner directly or indirectly arising out of, in connection with or resulting from (i) any breach of this Agreement or the performance of its obligations under this Agreement by Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, (ii) the negligence (whether active or passive) of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, and (iii) the willful misconduct of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, it being understood that Fuel Purchaser's obligations hereunder shall not apply to liabilities caused by the sole or gross negligence or willful misconduct of the indemnified party. Musket may participate in any investigation or defense of any claim or action hereunder and may, at its option, notwithstanding the foregoing indemnity, elect to conduct any investigation or litigation

regarding a claim for which it is indemnified hereunder through counsel of its own choosing and expense. This indemnification shall survive the expiration or termination of this Agreement.

4. MANNER OF PAYMENT; DEFAULT IN PAYMENT. All payments hereunder shall be made by Fuel Purchaser in U.S. dollars, without discount, deduction or offset of any kind, and in accordance with the other terms of this Agreement. If at any time, in Musket's opinion, Fuel Purchaser's creditworthiness becomes impaired or otherwise unsatisfactory, Musket may require that Fuel Purchaser (i) make only cash payments for products hereunder and/or (ii) provide such security, as Musket determines necessary or desirable, for Fuel Purchaser's payment and performance under this Agreement. Upon Fuel Purchaser's failure to timely pay any amount due to Musket hereunder, such amount shall (i) accrue interest at the rate of eighteen percent (18%) per annum and (ii) be subject to a late charge equal to ten percent (10%) of the outstanding sum due. The accrual of interest on such amounts and such late charge shall not prejudice any other remedies available to Musket under this Agreement or applicable law.

5. TERMINAL ACCESS. Musket shall provide to Fuel Purchaser such keys, cards, or identification numbers (each an "Access Item"), as may be necessary, from time to time, to enable Fuel Purchaser to enter Musket's terminal or to load product at any such terminal. Access Items shall be used only by Fuel Purchaser and its authorized employees or representatives, as permitted by Musket. Fuel Purchaser shall reimburse Musket for (i) any costs incurred by Musket in replacing any Access Item and/or securing any terminal of Musket after Fuel Purchaser's loss of an Access Item and (ii) any loss, cost or expense arising from or related to Fuel Purchaser's loss of any Access Item or the unauthorized use of an Access Item provided to Fuel Purchaser. Fuel Purchaser shall not permit any Access Item to be duplicated without Musket's prior written consent and all Access Items shall be immediately returned to Musket upon termination of this Agreement.

6. DELIVERY. Unless otherwise agreed in writing by the parties, delivery of product to Fuel Purchaser shall be deemed complete when products, properly consigned, are placed free on board ("FOB") tank cars, transport trucks, tank wagons, or other vehicles. If Musket is to deliver product at Fuel Purchaser's location, Fuel Purchaser hereby authorizes any janitor, superintendent, caretaker or other purported agent of Fuel Purchaser at such location to sign receipts for deliveries on its behalf. Such signed receipts shall be binding upon Fuel Purchaser and may be relied upon by Musket. Fuel Purchaser shall provide Musket with all necessary access to such delivery location and all necessary hose connections, without delay. In the event Musket delivers product to Fuel Purchaser hereunder in carload, transport truck or tankwagon lots, such delivery shall be deemed in compliance with this Agreement if the actual volume of product delivered is within ten percent (10%) of that required hereunder for such delivery. In any event, Fuel Purchaser shall be charged only for the actual volume of product delivered.

7. ACCESSORIAL AND OTHER CHARGES.

7.1 Tank Cars. The party responsible for transloading fuel product purchased hereunder (whether conducted by such party or at its direction) shall be solely responsible for any and all destination rail carrier accessorial charges for any fuel shipment hereunder. Additionally, if Fuel Purchaser (or a third party at its direction) is responsible for transloading and fails to offload a Musket owned or leased tank car and release the same to the rail carrier within three (3) days of carrier placement or a constructive placement event, Fuel Purchaser shall be assessed a charge equal to $25.00 per day / per car for each day a car is detained beyond such three (3) day period, with such charges to be paid to Musket on demand.

7.2 Trucks. Prices of fuel product under this Agreement are based on product offloading times not exceeding one (1) hour per full truckload, commencing at the time any such truck arrives at the offloading destination. In this regard, if Fuel Purchaser fails to unload any truck within such one (1) hour period, Fuel Purchaser shall be responsible for any additional expense or charges incurred by Musket as a result of such detention beyond such hour.

7.3 Terminal and Tariff Increases. Fuel Purchaser shall reimburse Musket for cost increases or additional charges arising from the applicable terminals, racks or increased tariffs. Fuel Purchaser shall promptly reimburse Musket or pay directly (as the case may be) any charges for which it is responsible hereunder upon receipt of an invoice or demand therefore. In no event shall Fuel Purchaser be entitled to deduct or offset any amounts due Musket hereunder.

8. RATABLE LIFTING. If the term of this Agreement extends beyond one (1) calendar month, the following shall apply:
Lifting; Volume Tolerance: Fuel Purchaser shall lift ninety percent (90%) percent (but in no event more than one-hundred and ten percent (110%)), of the aggregate total monthly contract volumes ("MCV") of fuel purchased under this Agreement by the end of each calendar month, on a ratable basis (*i.e.* with the monthly volume being lifted in approximately equal amounts each day of a calendar month, as practical). Should Fuel Purchaser not lift at least ninety percent (90%) of the aggregate total MCV for any calendar month, Fuel Purchase shall be charged the price described herein for each gallon of fuel below ninety percent (90%) of the MCV. Upon the expiration this Agreement, if Fuel Purchaser has not lifted ninety percent (90%) of the aggregate total quantity of fuel under this Agreement, Fuel Purchaser shall remain responsible for all unlifted gallons and will charged the price stated herein for each such gallon.

9. CAPACITY – ABILITY TO PERFORM. If Musket determines, in its sole discretion, that its ability to perform under this Agreement is significantly impaired or impractical, as to one or more products, for any reason whatsoever, upon written notice to Fuel Purchaser, Musket shall be relieved of any and all obligations hereunder (as to such product or products). In such event, Musket shall not be liable for any claims, damages or liabilities resulting from or in any way related to a delay in delivery, or non-delivery, of product to Fuel Purchaser. Nothing in this Section 10 shall be construed to extend the Term of this Agreement or to relieve Fuel Purchaser of its obligation to (i) pay for product actually delivered or (ii) otherwise perform under this Agreement.

10. FORCE MAJEURE. Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond such non-performing party's reasonable control, including, but not limited to, Acts of God, natural disaster or severe weather conditions, war, strikes, riots, picketing or other labor troubles or disputes, malicious mischief, civil commotion, the inability to procure materials, shortages, government restrictions, performance failures of third parties upon which the non-performing party relies in its performance hereunder, and the total or partial failure of transportation facilities customarily available to such non-performing party shall not be deemed a breach of this Agreement.

11. LIMITED WARRANTY AND LIMITATION OF DAMAGES. BEYOND THE BASIC DESCRIPTION OF THE PRODUCT BEING SOLD TO FUEL PURCHASER UNDER THIS AGREEMENT, MUSKET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT BY OR ANY OTHER MATTER RELATING TO THE PRODUCT. FUEL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. IN ANY EVENT, MUSKET

SHALL NOT HAVE ANY RESPONSIBILITY TO FUEL PURCHASER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR ANTICIPATED PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, PURCHASE, USE, PERFORMANCE OR NONCONFORMANCE OF PRODUCT HEREUNDER. TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED OR IMPAIRED IF THE REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE.

12. CLAIMS; REQUIRED NOTICE. Fuel Purchaser must notify Musket in writing of any claim for breach of the limited warranty provided in this Agreement within two (2) business days after delivery of the product at issue, it being agreed that Fuel Purchaser's failure to provide timely written notice shall constitute Fuel Purchaser's waiver of any such claim. Fuel Purchaser shall allow Musket reasonable opportunity to inspect the product at issue; provided that, if delivery of product is made in equipment furnished by Musket, notice of any claim and the reasonable opportunity to inspect shall be given prior to such product being unloaded. Fuel Purchaser shall immediately notify Musket in writing if any equipment used to deliver product is leaking or is otherwise not in good condition and repair.

13. FUEL PURCHASER'S INSURANCE. If Fuel Purchaser, its agents, employees or contractors, will at any time during the Term of this Agreement pick up product purchased hereunder at any terminal, transload site, or other premises owned, leased or operated by Musket, Fuel Purchaser shall procure and maintain in full force and effect during the Term, the following policies of insurance:

Commercial General Liability Insurance (including blanket contractual liability), insuring Fuel Purchaser against any liability for injury or death to a person or persons, and for damage to or destruction of property occasioned by or arising out of or in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $5,000,000.00 per occurrence and in the aggregate.

Workers' Compensation Insurance for each of Fuel Purchaser's employees performing under this Agreement, with coverage in accordance with applicable statutory requirements and

Employer's Liability Insurance with limits of not less than $1,000,000.00 per accident or illness.

Business Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Fuel Purchaser's performance under this Agreement, with a combined single limit of not less than $1,000,000.00 per occurrence and Supplemental Environmental

Automobile Liability ("SEAL") Insurance covering losses resulting from claims for bodily injury, property damage or clean-up costs caused by a pollution release from transported cargo, regardless of the location of such occurrence.

Each policy required hereunder (i) shall be carried with a reputable insurance carrier licensed to do business in the states in which the terminals, transload sites or other premises at which product is being picked-up by Fuel Purchaser are located, (ii) shall include waiver of subrogation in favor of Musket, (iii) shall apply as primary insurance without contribution from any other insurance or self-insurance programs afforded to or maintained by Fuel Purchaser (and shall not require the exhaustion of coverage), and (iv) shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in limits except after thirty (30) days prior written notice to Musket. All general liability or property damage insurance shall name Musket as an additional insured, with proceeds payable first to Musket to the extent of liability, if any, and the balance to

Fuel Purchaser. The proceeds of fire, theft or other casualty insurance shall be payable to Musket, as loss payee, with respect to the loss suffered thereby. Fuel Purchaser shall furnish Musket with certificates of insurance and original endorsements affecting coverage required by this Section 13 prior to performing hereunder and, from time to time, as applicable, certificates evidencing renewal of such policies no less than thirty (30) days prior to the expiration thereof. Musket shall have no duty to examine any certificate or other evidence of insurance or to advise Fuel Purchaser in the event that any insurance is not in compliance with this Section 13. That notwithstanding, should Fuel Purchaser fail to obtain any insurance policy required to be obtained hereunder, or furnish proof thereof, Musket may (but shall have no obligation to) obtain such insurance, at Fuel Purchaser's expense and Fuel Purchaser shall reimburse Musket for the same on demand. All such sums not paid to Musket within ten (10) days of demand therefore shall accrue interest at the rate of eighteen percent (18%) per annum until paid in full, it being understood that accrual of interest on such amounts shall not prejudice any other remedies which may be available to Musket. Self-insured retentions, if any, shall not exceed Five Thousand Dollars ($5,000.00), unless a larger amount is approved by Musket, in its sole discretion. That notwithstanding, in all instances of self-insured retention in excess of Five Thousand Dollars ($5,000.00), Fuel Purchaser shall furnish to Musket a certificate of excess liability coverage. Insurance coverage required under this Agreement shall be additional security for the obligations assumed by Fuel Purchaser hereunder and in no event shall the types of insurance or limits of coverage required hereunder be deemed to limit any obligation or liability assumed under this Agreement.

14. NOTICE. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) facsimile or (iii) nationally recognized overnight courier service, addressed to the respective party as set forth on the first page of the Agreement (unless written notice of change thereof is provided). Notice shall be deemed given on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the date of facsimile delivery/receipt confirmation, or (iv) the first business day after deposit with an overnight courier. Any notice or communication not received because of change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on the date of attempted personal delivery or on the date, as indicated above, for other permitted methods of delivery.

15. MISCELLANEOUS. This Agreement and the legal relations between the parties shall be governed by the laws of the State of Texas without giving effect to any conflict of law provision (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any other jurisdiction. No waiver by Musket of any breach or default of any provision of this Agreement shall waive any subsequent breach or default of the same or any other provision. Fuel Purchaser may assign its rights under this Agreement only upon the prior written approval of Musket and, notwithstanding any such assignment, Fuel Purchaser shall not be released from its obligations hereunder, absent Musket's written agreement to the contrary. This Agreement may be executed in one or more counterparts, and by facsimile, all of which counterparts shall be considered one and the same agreement. In any action to enforce or defend this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated therewith.

Chevron

Chevron TEXACO CALTEX
Our Family of Brands

Product Sales Contract
(Reseller)

This contract is dated **August 26, 2021**, and is between **Chevron Products Company**, a division of Chevron U.S.A. Inc. ("Seller"), and **PORT CONSOLIDATED INC** ("Buyer").

Seller and Buyer agree as follows.

1. TERM. The term of this contract shall commence on **September 01, 2021**, and shall end on **August 31, 2022**, unless sooner terminated by either party in accordance with the provisions of this contract.

2. PRODUCTS AND QUANTITIES. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of fuel specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.

3. PRODUCT QUALITY. The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.

4. PRICE. The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).

5. PAYMENT AND FINANCIAL RESPONSIBILITY. Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

   Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

   Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Sellers's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security deemed

necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

6. TAXES. Any tax, duty, toll, fee, impost, charge, exaction, or other obligation, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied, assessed, or required by any governmental authority upon, measured by, incident or related to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible, payable, accountable, managed, or administered by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.

7. DELIVERIES. Diesel fuel deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A. Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition, that vehicles are in compliance with all applicable terminal procedures, policies, rules or requirements in effect at the time of delivery, and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable policies, procedures, rules and requirements as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.

8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.

9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply/demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.

10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligations under this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer),

directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.

12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
    - "Seller and its affiliates" means Seller, its divisional parent company Chevron U.S.A. Inc., and the subsidiary and affiliated companies of each of them.
    - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
    - "Includes" means "includes, but is not limited to," and "including" means "including but not limited to."
    - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
    - "A or B" means "A or B or both."

13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).

14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.

15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.

16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.

17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.

18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

19. NOTICES. Notices to be given under this contract shall be in writing and delivered by mail, in person, or by facsimile to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.

20. TERMINATION. Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract; provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.

21. WARRANTY. Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

22. DISCRETIONARY SALES. Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Products Company,
a division of Chevron U.S.A. Inc.

By: _____

Thanh Nhan Nguyen Attorney in Fact

Buyer

PORT CONSOLIDATED INC

By: _____

Title: President

Donald R. Coulton Jr.

Chevron

Texaco Chevron Caltex
Our Family of Brands

EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear ($/gal)	DIFF Dyed ($/gal)
1021	FT LAUDERDALE FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	300,000	330,000		1		
1107	ORLANDO FL TRM KINDER MORGAN	Truck Rack	CALCO (Unbranded) ULS C (CARB) B0-B5 DF2	250,000	275,000		1		
1022	TAMPA FL TRM CHEVRON	Truck Rack	CALCO (Unbranded) ULS CONV DF2	150,000	165,000		1		

Pricing Provisions:

1. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

   For Platt's or OPIS spot market based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open. For OPIS Rack based pricing whereby OPIS generally posts a quote value Monday – Saturday including most holidays, Chevron will not update the OPIS rack quote value on Saturdays and the following holidays:

   New Year's Day (observed)
   Memorial Day
   Independence Day (observed)
   Labor Day
   Thanksgiving Day
   Christmas Day (observed)

   The quote value used for pricing based on these dates will be the quote from the prior weekday.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Shari Ruelas, CP Americas General Manager
1500 Louisiana Street
Houston, TX 77002

Tel: (832) 854-2587

Buyer:
PORT CONSOLIDATED INC
Attn: Don Carlton
3141 SE 14TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 xt 233

0000006

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.

FLORIDA

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 05/17
12/18/20

License Number: 795718
FEIN Number: 59-1173292

Expiration Date: 12/31/2021

License Activity: Pollutants-Producer
Wholesaler
Importer
Carrier
Exporter

CONSOLIDATE OIL
PORT CONSOLIDATED INC
PO BOX 350430
FORT LAUDERDALE FL 33335-0430

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

Location:

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

November 20, 2021

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP – RFP E-03-22

Dear Mr. English:

Please be advised. For those municipalities that wish to haul their own product, Port will deduct $0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	**Seller: PORT CONSOLIDATED**
Attn:	Attn: JOSEPH R. SISKA
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____months, beginning on _____ and ending on _____.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at __% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court, (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. INSOFAR AS PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

From: Don Carlton
To: Antonio Pucci
Cc: Jeffrey English
Subject: FW: Best and Final - RFP E-03-22
Date: Friday, January 7, 2022 3:31:55 PM
Attachments: fllsharpmxm450n@portcons.com_20220107_153217.pdf

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EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's EMAIL ADDRESS as legitimate and know the contents are safe.

Antonio,

Per your request. Please see attached.

Thanks,

Don

-----Original Message-----
From: fllsharpmxm450n@portcons.com [mailto:fllsharpmxm450n@portcons.com]
Sent: Friday, January 7, 2022 3:32 PM
To: Don Carlton <dcarlton@portconsolidated.com>
Subject: Scanned image from MX-M3570

Reply to: fllsharpmxm450n@portcons.com <fllsharpmxm450n@portcons.com> Device Name: Not Set Device Model: MX-M3570
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

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DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

PORT Consolidated
3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 7, 2022

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: RFP E-03-22, Unleaded Gasoline and Diesel Fuel for SE Florida Co-op Group

---

Dear Mr. English:

Port Consolidated is pleased to offer the Co-op our Best and Final Offer.

- Item No. 1 Transport Regular Unleaded 87 Octane $ + .036 per gallon
- Item No. 1 Tankwagon Regular Unleaded 87 Octane $ + .186 per gallon
- Item No. 2 Transport Diesel Fuel #2 Ultra Low Sulfur $ + .036 per gallon
- Item No. 2 Tankwagon Diesel Fuel #2 Ultra Low Sulfur $ + .186 per gallon

Should you have any questions or comments on this proposal, please feel free to contact me at any time.

Sincerely,

Don Carlton
President
Port Consolidated

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

Exhibit C - Rate Schedule

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.036	0.186
2	Diesel Fuel	0.036	0.186

Other products available for purchase		
Item No.	**Description**	**Per Gallon Delivered Cost**
1	Bulk Diesel Fuel Exhaust Fluid (DEF)	$3.50

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

PORTCON-03 JANNERJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America 500 W. Cypress Creek Road Suite 320 Fort Lauderdale, FL 33309	CONTACT NAME: James Janner PHONE (A/C, No, Ext): (954) 334-2395 23915 FAX (A/C, No): (954) 318-1383 E-MAIL ADDRESS: James.Janner@ioausa.com
INSURED Port Consolidated, Inc. P O Box 350430 Fort Lauderdale, FL 33335	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Old Republic Insurance Company 24147 INSURER B : AXIS Surplus Insurance Company 26620 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		MWZY31183022	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X CA9948 X MCS-90			MWTB31183122	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100080337101	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC31182922	2/1/2022	2/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Thirty days notice of cancellation, except ten days notice in the event of non-payment of premium.

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY CONTRACT OR AGREEMENT SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

APPROVED
By Danielle Thorpe at 10:00 am, Jan 24, 2022

CERTIFICATE HOLDER

City of Pompano Beach, FL Attn: Risk Manager
100 West Atlantic Boulevard
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Public Service

ITEM #5: Approve Gulfstream Road Stormwater Improvements Award (Task Order No. 277) - Invitation to Bid (ITB 2022B-004) - Public Service Department (FY 2022 Budget Funded - Stormwater Enterprise Fund) - Hinterland Group, Inc.

SUMMARY: The Public Service Department has identified a need to address localized flooding within and around Gulfstream Road between 10th Avenue North and Lake Worth Road. The improvements will include the addition of stormwater piping and structures on Gulfstream Road and the re-establishment of roadside swales.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB 2022B-004) on December 9, 2021, for the installation of a new drainage pipe along Gulfstream Road between Lake Worth Road and Lakewood Road and between the L-11 Canal and 10th Avenue North. This process was completed by the Village through a competitive selection process - Gulfstream Road Stormwater Improvements (ITB No. 2022B-004 - December 9, 2021).

Within the Fiscal Year 2022 Budget - Stormwater Enterprise Fund, the Village Council approved $448,800 for the Gulfstream Road Stormwater Improvements project. As a result of the Village's ITB, the following two (2) bid proposals were received:

Vendor	Total Bid
Hinterland Group, Inc.	$ 778,325.00
CK Contractors & Development	$1,007,139.00

Note: The Village's consultant engineering firm, Craven Thompson, reviewed the bids that were received, and found that one (1) of the bids contained an additional irregularity (Hinterland Group). This error was corrected, and the corrected bid value is presented in the table above.

After reviewing the two (2) bids received, the Acting Public Service Director, Interim Public Service Administrator, Public Service Project Manager, Village Attorney, and the Village's contracted engineer, Craven Thompson, determined that Hinterland Group, Inc. provided the lowest, responsible, and responsive bid. As a result, the staff is requesting the Council to approve Task Order #277 for the amount of $778,325.00 to Hinterland Group, Inc.

Note: The Village Council has approved funding ($448,800) within the FY 2022 Budget - Stormwater Fund to support this project. Although the full cost for this project was not included within the FY 2022 Budget - Stormwater Fund due to substantial increases in construction costs from the time the Village's

budget was approved, funding to support the proposed Gulfstream Road Stormwater Improvements project is available through the ARPA grant fund.

If approved, the Village would accept Hinterland Group, Inc.'s pricing, including all terms, conditions, and pricing submitted within their ITB proposal and proposed agreement. 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 Gulfstream Road Stormwater Improvements project is expected to be completed by August 2022.

The proposed agreement was prepared by the Village Attorney and reviewed by the Acting Public Service Director, the Public Service Project Manager, the Interim Public Service Administrator, and the Finance Director.

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

FISCAL IMPACT:
Funding to support the Gulfstream Road Stormwater Improvements project (Task Order No. 277) is available within the FY 2022 - Stormwater Enterprise Fund:

Allocated/Estimated Project Funding:	***Amount***
FY 2021 Actual Funding - Stormwater Enterprise Fund:	$ 25,120.00
FY 2022 Approved Funding - Stormwater Enterprise Fund:	$ 448,800.00
FY 2022 Requested ARPA Funding - Stormwater Enterprise Fund:	$ 341,205.00
TOTAL ALLOCATED/APPROVED BUDGET	**$ 815,125.00**
Expected Project Costs:	***Amount***
FY 2021 Actual Costs - Design & Engineering - Stormwater Fund (TO # 277):	$ 25,120.00
FY 2022 Projected Costs - Design & Engineering - Stormwater Fund (TO # 277):	$ 11,680.00
FY 2022 Projected Costs - Construction - Stormwater Fund (TO # 277):	$ 778,325.00
TOTAL PROJECT COSTS:	**$ 815,125.00**

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

An internal budget transfer or amendment to support the cost above the budgeted amount will be completed within the Stormwater Enterprise Fund at a later date, if necessary.

ATTACHMENTS:
1. Proposed Agreement - Hinterland Group, Inc.
2. Bid Proposal - Hinterland Group, Inc
3. Invitation to Bid - ITB #2022B-004
4. Bid Tabulation - ITB #2022B-004
5. Bid Plans - ITB #2022B-004

6. Bid Specifications - ITB #2022B-004
7. Recommendation of Award - ITB #2022B-004
8. Addendum No. 1 - ITB #2022B-004
9. CIP Form FY 2022 - Gulfstream Rd Stormwater Improvements

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Hinterland Group, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Gulfstream Road Stormwater Improvements**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Craven Thompson & Associates, Inc.**.

3.02 The Owner has retained **Craven Thompson & Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120** 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 **150** 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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	MOBILIZATION (5%)	1	LS	$41,800.00	$41,800.00
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	$16,700.00	$16,700.00
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS	$69,425.00	$69,425.00
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY	$32.15	$105,387.70
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY	$22.30	$64,647.70
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY	$24.00	$11,952.00

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
7	FURNISH AND INSTALL 2” TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY	$24.00	$57,024.00
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY	$75.00	$28,425.00
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$55.00	$1,375.00
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$120.00	$3,000.00
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$250.00	$6,250.00
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY	$50.40	$7,056.00
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF	$51.70	$29,262.20
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF	$69.70	$72,348.60
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA	$3,100.00	$18,600.00
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA	$4,250.00	$34,000.00
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA	$3,720.00	$14,880.00
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	$1,947.30	$1,947.30
19	FPL POLE HOLD	5	EA	$1,875.00	$9,375.00
20	SWALE GRADING	5069	SY	$9.50	$48,155.50
21	SOD RESTORATION	5069	SY	$6.00	$30,414.00
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA	$1,500.00	$27,000.00
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	$5,000.00	$5,000.00
24	MISC ALLOWANCE	1	LS	$20,000	$20,000.00
25	REQUIRED TESTING	1	LS	$9,800.00	$9,800.00
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS	$40,000.00	$40,000.00

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC…)	1	LS	$4,500.00	$4,500.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					**$778,325.00**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Unit Price Work (subject to final Unit Price adjustment) $ **$778,325.00** .

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in 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 15, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).
    b. ___ (pages ___ to ___, inclusive).
    c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, 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 16 sheets with each sheet bearing the following general title: Gulfstream Road Drainage Improvements (Sheet No. C-#).
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. None.
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.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company 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. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. 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.

10.10 *Public Records*

A. The 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:

1. Keep and maintain public records required by the Village to perform the service.

2. 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

    a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

    a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

    b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

    c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

    d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

    e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

    f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

        1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

        2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

completion of the Contract. 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.

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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.

10.22 *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.

10.23 *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 Statues, 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.

10.24 *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.

10.25 *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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____
(where applicable)

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Gulfstream Rd Stormwater Improvements

Bid Number: 2022B-004

Bidders Name: Hinterland Group Inc.

The following items must be submitted in the following order with your bid:

1. ✓ Completed Section 00400 - Bid Submission Checklist
2. ✓ Completed Section 00410 - Bid Form
3. ✓ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ✓ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ✓ Completed Section 00440 - Florida Trench Safety Act Certification
6. ✓ Completed Section 00451 - Qualifications Statement
7. ✓ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ✓ Completed Section 00453 - Non-Collusive Affidavit
9. ✓ Completed Section 00454 - Drug-Free Workplace Certificate
10. ✓ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ✓ Completed Section 00456 – Scrutinized Companies
12. ✓ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ✓ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. ✓ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	12/24/2021

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):

BID FORM

BIDDER TO VERIFY ALL QUANTITIES

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION (5%)	1	LS	$41,800.00	$41,800.00
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	$16,700.00	$16,700.00
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS	$69,425.00	$69,425.00
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY	$32.15	$105,387.70
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY	$22.30	$64,647.70
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY	$24.00	$11,952.00
7	FURNISH AND INSTALL 2" TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY	$24.00	$57,024.00
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY	$75.00	$28,425.00
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$55.00	$1,375.00
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$120.00	$3,000.00
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY	~~$2,625.00~~ $250.00	~~$65,625.00~~ $6,250.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY	$50.40	$7,056.00
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF	$51.70	$29,262.20
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF	$69.70	$72,348.60
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA	$3,100.00	$18,600.00
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA	$4,250.00	$34,000.00
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA	$3,720.00	$14,880.00
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	$1,947.30	$1,947.30
19	FPL POLE HOLD	5	EA	$1,875.00	$9,375.00
20	SWALE GRADING	5069	SY	$9.50	$48,155.50
21	SOD RESTORATION	5069	SY	$6.00	$30,414.00
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA	$1,500.00	$27,000.00
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	$5,000	$5,000.00
24	MISC ALLOWANCE	1	LS	$20,000	$20,000.00
25	REQUIRED TESTING	1	LS	$9,800.00	$9,800.00
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS	$40,000.00	$40,000.00
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC…)	1	LS	$4,500.00	$4,500.00
Total of All Unit Price Bid Items					~~$837,700.00~~ $778,325.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price $ ~~837,700.00~~ $778,325.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1520354 **[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]*

Hinterland Group Inc.

By:
[Signature]

[Printed name] Chase Rogers, Project Director

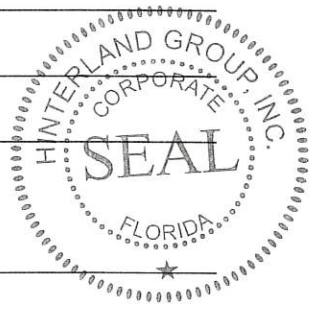
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] Daniel Duke, III

Title: President

Submittal Date: 1/11/22



Address for giving notices:

2051 W Blue Heron Blvd.

Riviera Beach, FL 33404

Telephone Number: 561-640-3503

Fax Number: 561-640-3504

Contact Name and e-mail address: Chase Rogers, Project Director

info@hinterlandgroup.com

Bidder's License No.: CGC1520354 / CUC1224634
(where applicable)

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

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

BIDDER *(Name and Address)*: Hinterland Group Inc.
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

SURETY *(Name, and Address of Principal Place of Business)*: Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, Connecticut 06155

OWNER *(Name and Address)*:
Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID
Bid Due Date: January 11, 2022
Description: Gulfstream Rd Stormwater Improvements
Between Lake Worth Rd and Lakewood Rd &
Between L-11 Canal and 10th Ave. North

BOND
Bond Number: Bond number to be issued if job is awarded to contractor
Date: January 6, 2022
Penal sum Five Percent of Bid Amount (Words) $ 5% of Bid Amount (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**
Hinterland Group Inc. (Seal)	Hartford Accident and Indemnity Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Chase Rogers	Jennie N. Lanman
Print Name	Print Name
Project Director	Attorney-In-Fact
Title	Title
Attest:	Attest:
Signature: Daniel Duke, III	Signature
Title President	Title Ariel Rosario, Licensed 4-40 Agent

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

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.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**
Agency Code: HALCYON UNDERWRITERS
Agency Code: 21-224119

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of $15,000,000:***

Jennie N. Lanman
Of
Maitland, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle L. LaPierre to me known, who being by me duly sworn, did depose and say: that she resides in Seminole County, State of Florida; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 6, 2022 .

Signed and sealed in Lake Mary, Florida.

Keith Dozois, Assistant Vice President

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.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1) KSM Engineering & Testing 11345 US Highway 1 Sebastian, FL 32958	Materials Testing
(2) Triple Nickel Paving 1300 NW 18th Street Pompano Beach, FL 33069	Paving
(3) Vulcan Materials 14341 Alico Rd. Fort Myers, FL 33913	Supplier
(4) Spada Flat Work, LLC 8464 Belvedere Rd B3 West Palm Beach, FL 33411	Concrete
(5) Rinker Materials 13100 NW 118th Ave Miami, FL 33178	Supplier
(6) Concrete Products 460 Avenue S Riviera Beach, FL 33404	Structures
(7)	

BIDDER: Hinterland Group Inc,

By: _____

Name: Chase Rogers

Title: Project Director

Date: 1/11/22

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

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:

	Cost
1. Trench Safety Act Compliance	$ 500.00
2. Special Shoring	$ 2,500.00

Identify method of compliance for Item #1: Benching

Identify or attach a copy of Special Shoring Requirements for Item #2: Trench Box

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: Hinterland Group Inc.

By: _____

Name: Chase Rogers

Title: Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Sworn to and subscribed before me this 11 day of January, 2022

_____
Notary Public Montisha Lynn Soto

NOTARY PUBLIC STATE OF FLORIDA

MONTISHA LYNN SOTO
Commission # HH 156194
Expires July 21, 2025
Bonded Thru Budget Notary Services

My Commission Expires: 07/21/2025

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: Hinterland Group Inc.

   Address: 2051 W Blue Heron Blvd.

   Riviera Beach, FL 33404

2. **SUBMITTED TO:** Village Clerks Office

3. **SUBMITTED FOR:** Gulfstream Rd Stormwater Improvements

   Owner: Village of Palm Springs

   Project Name: Gulfstream Rd Stormwater Improvements

   ITB #2022B-004

   TYPE OF WORK: Installation of New Stormwater System along Gulfstream Rd between Lake Worth Rd and Lakewood Rd & L-11 Canal and 10th Ave. North

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Chase Rogers

   Title: Project Director

   Phone: 561-640-3503

   Email: info@hinterlandgroup.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: 06/26/2006

Executive Officers:

- President: Daniel Duke, III
- Vice President(s): N/A

_____

_____

- Treasurer: N/A
- Secretary: N/A

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

7. **LICENSING**

Jurisdiction: Florida

Type of License: Certified General Contractor / Certified Underground Utility & Excavation Contractor

License Number: CGC1520354 / CUC1224634

Jurisdiction: Florida

Type of License: Certified Electrical Contractor

License Number: EC13003615

8. **CERTIFICATIONS** CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: Hartford Accident and Indemnity Company

Address: One Hartford Plaza

Hartford, CT 06155

Bonding Agent: Timothy M. Holicky

Address: 200 Colonial Center Parkway, Suite 500

Lake Mary, FL 32746

Contact Name: Jennie N. Lanman

Phone: 772-426-9973

Aggregate Bonding Capacity: $20,000,000/Single - $100,000,000/Aggregate

Available Bonding Capacity as of date of this submittal: About $76,000,000

*NOTE: AN AFFIDAVIT WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE *VILLAGE* WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: Seacoast Bank

Address: 3305 Northlake Blvd.

Palm Beach Gardens, FL 33403

Account Manager: Ashley Carroll, AVP Banking Center Manager II

Phone: 561-622-5700

THE *VILLAGE* RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately). **See attached FDOT Work in Progress List

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately). **See Attached Completed Project List

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Joseph Myer

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. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years. **See attached OSHA 300 Logs

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. None

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. None

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):

JOSEPH V. MYER

518-965-4680 JoeMyer77@gmail.com
Mailing: 2336 SE Ocean Blvd. # 274, Stuart, Florida 34996
Physical: 4550 SE Boatyard Drive, Slip E-11, Stuart, Florida 34997

A highly talented Certified Safety and Health Official with experience in monitoring and coordinating an organization's safety program, including: safety inspections, accident investigations, work zone air monitoring and conducting OSHA and site-specific safety trainings and new hire orientations. Keen observation and enforcement of rules, regulations and governing policies.

PROFESSIONAL EXPERIENCE

2018 – PRESENT

FIELD SAFETY SUPERVISOR, FERREIRA CONSTRUCTION & POWER

Performed new hire safety orientations, forklift, FDOT Flagger certifications and respirator training and fit testing. Daily management of site safety procedures and site control. Documentation of construction safety in daily audit reports, site-specific training, equipment inspections, writing JSA's and crane lift plans. Maintaining employee certification/training files, data log download of air monitoring equipment and routine auditing of safety systems. Marine safety inspections of barges, cranes and vessels. Subcontractor oversight. Compliance of client/company policies. Monitoring and permitting of confined space entries and hot work permits. Work zone air monitoring with PID's, Multi-Gas Meters and Dust meters. Excavation and trenching inspections.

2016 – 2018

CORPORATE SITE SAFETY OFFICER, LAND REMEDIATION INC.

Performed daily management of site safety procedures and site control.
Documentation of construction safety in weekly safety report, site-specific training, equipment inspections, JSA's, crane lift plans, maintaining employee certification/training files, data log download of air monitoring equipment and routine auditing of safety systems.
Marine navigational operations and safety inspections of barges, cranes and vessels.
Subcontractor oversight. Compliance of client/company policies.
Monitoring and permitting of confined space entries and hot work permits.
Work zone air monitoring with PID's, Multi-Gas Meters and Dust meters.
Excavation and trenching inspections.

2014 – 2016

SAFETY SPECIALIST, SELBY & SMITH/GLOBAL FOUNDARIES

Enforced corporate and project- specific safety and health programs as well as federal, state and site.
Developed and implemented an ongoing project- specific safety program to meet site requirements, identify known/potential exposures and recommend corrective action.
Worked closely with field supervision to plan more complex safety aspects of the project construction.

Developed project- specific safety training for job site personnel and delivered weekly safety presentations on varying topics (depending on assessed significance) to a large, diverse audience.
Conducted compliance evaluations of equipment, structures, and work in progress.
Engaged employees to act proactively, to mitigate future hazards they may encounter.
Performed field safety assessments to evaluate training needs.

2013 – 2014

NCCER CONSTRUCTION TRADE INSTRUCTOR, GLENMONT JOB CORP

Utilized evidence-based teaching and learning strategies for instruction. Provided explicit instruction, guided practice, skill reiteration.
Teaching 10hr OSHA Construction Safety and NCCER Core Curriculum.
Independently and collaboratively created lesson plans and related assessments, selected and developed instructional materials that aligned with technical career and academic success standards. Compose/write descriptive reports and use appropriate techniques to implement programmatic activities.

2012 – 2013

CREW LEAD, SOLAR CITY

Proficient in installing all types of grid-tied inverters and able to work with various ground and roof mount racking systems.
Understanding of the National Electrical Codes that relate to PV installations.
Implementation of roofing anchor safety systems and ensuring co-workers are trained and tied off properly.
Instruction and guidance to crew on electrical safety and use of arch flash gear and maintaining approach boundaries.

2001 – 2012

HVAC TECHNICIAN, D.A. BENNETT/KOOL-TEMP/TIENKEN PLUMBING & HEATING

Plumbing: installation of sinks, toilets, showers, boilers, water heaters. Familiarity with Pex, copper piping, cast and pvc. Join pipes or tubing to equipment and to fuel, water, or refrigerant source, to form complete circuit.
Duct Work: Fabrication of plenums, returns and trunk line. Use of ductulator calculator for proper cfm sizing for systems.
Heating: Installation of natural gas, propane, fuel oil; furnaces, boilers and Geo Thermal heat pumps
Cooling: Installation of central air units, ductless splits; including running line sets and adding refrigerant. Use of gauges and thermometers to check proper sub cooling & super heat settings.
Electrical: Wiring, including high and low voltage, use of relay's, disconnects and thermostats. Test electrical circuits and components for continuity, using electrical test equipment. Layout and connect electrical wiring between controls and equipment according to wiring diagrams.

LAW ENFORCEMENT & MILITARY EXPERIENCE

2002-2005

DEPUTY SHERIFF, GREENE COUNTY

Patrolled county roads and enforce NYS Traffic & Penal Laws. Investigated accident scenes.
Responded to 911 calls. Investigated and apprehended offenders.
Served warrants and civil papers.
Worked jointly with other law enforcement agencies (US Secret Service, US Marshals, State Police and local Police).
Transported prisoners to and from court proceedings.
Documented statements and filed paperwork.
Testified in court proceedings.

1996-2000

BOAT COXSWAIN/FEDERAL BOARDING OFFICER, U.S. COAST GUARD

Federal Law Enforcement /Supervisor & Training Officer.
Federal Fisheries Enforcement.
Enforcement of federal maritime laws.
Performed boating safety inspections.
Conducted joint operations with U.S. Customs, NYPD and DEC boarding vessels in NY Harbor.
Setup and maintained security zones during presidential operations, working with U.S. Secret Service.
Boat Coxswain Certified/Search and Rescue Boat Captain.
Training in towing, de-watering, firefighting, engine casualty control, first aid, and CPR.

EDUCATION/TRAINING/CERTIFICATIONS/LICENSES

2013-2017
OSHA TRAINING INSTITUTE
KEENE STATE COLLEGE, Manchester, NH
CSHO-Certified Safety & Health Official
OSHA 500 Construction Trainer, OSHA 510 Construction Standards, OSHA 511 General Industry Standards, OSHA 2264 Permit Required Confined Space Entry, OSHA 2225 Respiratory Protection, OSHA 3095 Electrical Standards, OSHA 2055 Cranes in Construction, OSHA 3115 Fall Arrest Systems, OSHA 3015 Excavating, Trenching & Soil Mechanics, OSHA 521 Guide to Industrial Hygiene, OSHA 7500 Safety & Health Management, OSHA 7845 Recordkeeping, OSHA 7505 Intro to Accident Investigation, OSHA 502 Update for Construction Trainers.

2006
CERTIFICATE: EPA UNIVERSAL TECHNICIAN
NUGENT ASSOCIATES: ID#: 062406022777

2002
SPECIALIZED TRAINING: LAW ENFORCEMENT
Zone 5 Regional Law Enforcement Training Center, Troy, NY
6 Months Specialized Training in Accident Reconstruction, Crash Management, Investigations, Narcotic and Alcohol Identification, NYS Penal Law, NYS Traffic Law, NYS Criminal Procedure Law, Firearms Training, Defensive Tactics, Building Searches, and Domestic Violence Incidents.
Highest Academic Achievement - Zone 5 Law Enforcement Center
Certificate of Recognition- NYS Police Chiefs for DWI Enforcement

2000
A+ CERTIFICATION: COMPUTER TECHNOLOGY
IKON INSTITUTE, Latham, NY
Computer Hardware and PC Operating Systems. Advanced Topics DOS 6.22 and Hard Disk Management.

1996-2000
SPECIALIZED TRAINING: MARITIME LAW ENFORCEMENT
U.S. COAST GUARD, Cape May, NJ
Boot Camp, Firearms, Leadership, Federal Law Enforcement, Defensive Tactics, Narcotics Identification,
Federal Fisheries, Navigation and Boat Handling.
Meritorious Unit Commendation-Operation Frontier Shield
2-Letters of Commendation
Sailor of the Quarter

1995
HIGH SCHOOL DIPLOMA: COMPUTERS/ART/GENERAL STUDIES
COXSACKIE/ATHENS HIGH SCHOOL, Coxsackie, NY

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:
- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name: Hinterland Group

City: Riviera Beach State: FL

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome.

Step 4.

Enter the number of days the injured or ill worker was:

Step 5.

Select one column:

	(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 7/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	(M) Skin disorder (2)	(M) Respiratory condition (3)	(M) Poisoning (4)	(M) Hearing loss (5)	(M) All other illnesses (6)
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset				___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
						Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
													(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Hinterland Group

Street: 2051 West Blue Heron Blvd

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., *Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

☐☐☐☐☐☐

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 170

Total hours worked by all employees last year: 350,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Emiliano Davis — Company executive

Human Resources — Title

Phone: 561-640-3503 Date: 1/4/2021

Reset

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Hinterland Group

City Riviera Beach State Florida

Identify the person — Describe the case — Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case: Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other recordable cases (J)	Enter the number of days the injured or ill worker was: Away From Work (days) (K)	On job transfer or restriction (days) (L)	Check the "injury" column or choose one type of illness: (M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	Dylan Wintrey	Laborer	3-7-2019	551 South Military Tr. WPB, FL	Laceration to lower part of face		X			25		X					
2	Maximo Perez	Driver	3-28-2019	Charlotte County, FL	Sprain to right knee		X			8		X					
3	Butch Forrester	CIPP Foreman	4-9-2019	LS 4101 Palm Beach County, FL	Hernia of groin on right side		X			8		X					
4	Ivan Pulido	CIPP Laborer	5-8-2019	Crescent Dr. Stuart, FL	Left shoulder strain			X			7	X					
5	Christopher Fuller	Driver	5-29-2019	Charlotte County, FL	Head injury			X			5	X					
6	Yasmany Morales	CIPP Driver	12-3-2019	Englewood Rd & Pinedale Dr Port Charlotte, FL	Groin injury		X	X		15	15	X					
					Page totals	0	4	3	0	54	27	6	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
64	27
(K)	(L)

Injury and Illness Types

Total number of	(M)		
(1) Injury	6	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Hatteland Group

Street: 2051 West Blue Heron Blvd.

City: Riviera Beach State: Florida Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers):
Underground Utilities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g. 336212):

Employment information

Annual average number of employees: 150

Total hours worked by all employees last year: 310,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive

Human Resources
Title

561-840-3505
Phone

1/8/2020
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Hinterland Group

City: Riviera Beach State: Florida

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Dylan Winfrey	Laborer	3-7-2019	551 South Military Tr. WPB, FL	Laceration to lower part of face		X			25		X					
2	Maxima Perez	Driver	3-28-2019	Charlotte County, FL	Sprain to right knee		X			6		X					
3	Butch Forrester	CIPP Foreman	4-9-2019	LS 4101 Palm Beach County, FL	Hernia of groin on right side		X			8		X					
4	Iván Pulido	CIPP Laborer	5-8-2019	Crescent Dr. Stuart, FL	Left shoulder strain			X			7	X					
5	Christopher Fuller	Driver	5-29-2019	Charlotte County, FL	Head injury			X			5	X					
6	Yasmany Morales	CIPP Driver	12-3-2019	Englewood Rd &Pinedale Dr Port Charlotte,FL	Groin injury		X	X		15	15	X					
					Page totals	*0*	*4*	*3*	*0*	*54*	*27*	*6*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
54	27
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	6	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Hinterland Group

Street: 2051 West Blue Heron Blvd

City: Riviera Beach State: Florida Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers):
Underground Utilities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212):

Employment Information

Annual average number of employees: 160

Total hours worked by all employees last year: 310,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive

Human Resources
Title

561-640-3503
Phone

1/8/2020
Date

OSHA's Form 301
Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

Information about the employee

1) Full Name Dylan Winfrey

2) Street 501 Wendell Rd.

City Fort Pierce State FL Zip 34950

3) Date of birth 5/12/1996

4) Date hired 10/1/2018

5) [X] Male
[ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
Andrew Slavin, DMD, FACS

7) If treatment was given away from the worksite, where was it given?

Facility

Street

City State Zip

8) Was employee treated in an emergency room?
[ ] Yes
[x] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[x] No

Information about the case

10) Case number from the Log 1 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 3/7/2019

12) Time employee began work 7:00 AM AM

13) Time of event 10:00 AM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

***14) What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Cutting pipe with chop saw

***15) What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

Employee was cutting some pipe with chop saw; The chop saw bounced and hit employee in the face.

***16) What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Laceration to lower part of face

***17) What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

chop saw

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

Information about the employee

1) Full Name Maximo Perez

2) Street 354 Springfield Dr.

City West Palm Beach State FL Zip 33415

3) Date of birth 8/16/1963

4) Date hired 2/4/2019

5) [X] Male
[ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
Melanie Escobar- Helix Urgent Care

7) If treatment was given away from the worksite, where was it given?

Facility Palm's West Hospital

Street 13001 Southern Blvd

City Loxahatchee State FL Zip 33470

8) Was employee treated in an emergency room?
[x] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[x] No

Information about the case

10) Case number from the Log 2 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 3/28/2019

12) Time employee began work 7:00 AM AM

13) Time of event 1:00 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

pulling liner

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement" "Worker developed soreness in wrist over time."

employee tripped and twisted knee

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

sprain to right knee

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

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If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

Information about the employee

1) Full Name Butch Forrester

2) Street 404 Lakewood Ct. Unit 3B

City Jupiter State FL Zip 33458

3) Date of birth 7/24/1976

4) Date hired 6/11/2018

5) [X] Male
[ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
John Bacha, D.O.

7) If treatment was given away from the worksite, where was it given?

Facility Palm's West Hospital

Street 13001 Southern Blvd

City Loxahatchee State FL Zip 33470

8) Was employee treated in an emergency room?
[ ] Yes
[x] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[x] No

Information about the case

10) Case number from the Log 3 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 4/9/2019

12) Time employee began work 7:00 AM AM

13) Time of event 4:00 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

***14) What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Pulling cutting machine from manhole

***15) What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

Was pulling cutter from manhole, and felt a sharp pain. Has a bulge on right side of groin area with pain

***16) What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Large inguinal hernia

***17) What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injuries and Illnesses Incident Report

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U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

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If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

Information about the employee

1) Full Name Ivan Pulido

2) Street 250 NE 45 St.

City Fort Lauderdale State FL Zip 33334

3) Date of birth 8/14/1976

4) Date hired 9/24/2014

5) [X] Male
[ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional

7) If treatment was given away from the worksite, where was it given?

Facility Helix PBG Urgent Care

Street 3555 Northlake Blvd

City Palm Beach Gardens State FL Zip 33403

8) Was employee treated in an emergency room?
[ ] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[ ] No

Information about the case

10) Case number from the Log 4 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 5/8/2019

12) Time employee began work 7:00 AM AM

13) Time of event 1:30 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Trying to reset a 24" plug from a pipe

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement" "Worker developed soreness in wrist over time."

Employee was pulling the air hose and the rope when he felt a pull in his left arm, and he could not feel his arm for about 5-10 minutes.

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Left shoulder strain

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine" "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injuries and Illnesses Incident Report

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U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Information about the employee

1) Full Name: Chris Fuller

2) Street: 335 Southridge Road
City: Delray Beach State: FL Zip: 33444

3) Date of birth: 7/28/1984

4) Date hired: 2/25/2019

5) [X] Male
[ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
Matthew Wiesinger MD

7) If treatment was given away from the worksite, where was it given?

Facility: Bayfront Health Port Charlotte

Street: 2500 Harbour Boulevard

City: Port Charlotte State: FL Zip: 33952

8) Was employee treated in an emergency room?
[ ] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[ ] No

Information about the case

10) Case number from the Log: 5 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness: 5/29/2019

12) Time employee began work: 7:00 AM AM

13) Time of event: 11:04 AM AM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

***14) What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Pulling a line

***15) What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement" "Worker developed soreness in wrist over time."

A stop sign fell over and hit employee on the head. The stop sign did not appear to be properly secured

***16) What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Head injury

***17) What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine" "radial arm saw." If this question does not apply to the incident, leave it blank.

Stop sign

18) **If the employee died, when did death occur?** Date of death

Completed by: Emily Davies
Title: Human Resources
Phone: 661-840-3503 Date: 1/8/2020

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 301
Injuries and Illnesses Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies
Title Human Resources
Phone 561-640-3503 Date 1/8/2020

Information about the employee

1) Full Name Yasmany Morales
2) Street 424 Englewood Drive
City Lake Worth State FL Zip 33461
3) Date of birth 6/7/1984
4) Date hired 12/26/2018
5) [X] Male
[ ] Female

Information about the physician or other health care professional

6) Name of physician or other health care professional
Scott T. Martz, DO
7) If treatment was given away from the worksite, where was it given?
Facility Gulf Urology of Englewood, PA
Street 2061 Englewood Road, Suite 3A
City Englewood State FL Zip 34223
8) Was employee treated in an emergency room?
[X] Yes
[ ] No
9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[ ] No

Information about the case

10) Case number from the Log 6 *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness 12/3/2019
12) Time employee began work 7:00 AM AM
13) Time of event 3:30 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Operating Vac truck

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
The hose on the Vac truck hit him in the groin area

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Groin injury

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
Vac truck hose

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Hinterland Group

City Riviera Beach State Fl

Identify the person | Describe the case | Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case: Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other recordable cases (J)	Enter the number of days the injured or ill worker was: Away From Work (days) (K)	On job transfer or restriction (days) (L)	Check the "injury" column or choose one type of illness: (M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
1	[redacted]	foreman	1/4/18	Deerfield L/S	left external sac torn open		2					X					
2	[redacted]	laborer	1/16/18	Bellegrade L/S	facial laceration							X					
3	[redacted]	pipe layer	1/11/18	Holly hill	Shoulder injury							X					
4	[redacted]	laborer	2/20/18	Bond	Shoulder / back injury							X					
5	[redacted]	Driver	3/15/18	Century village	lump on chest with pain							X					
6	[redacted]	laborer	3/21/18	992 W 15th street	Struck in chest		1					X					
7	[redacted]	laborer	6/4/18	21st ave, ft. lauderdale	Bruised left shoulder							X					
8	[redacted]	laborer	6/21/18	altamonte springs	right hand and back injury							X					
9	[redacted]	laborer	7/25/18	upland LS 124	Cut on left hand							X					
10	[redacted]	laborer	7/27/18	Northwood rd, WPB	laceration on middle finger left hand							X					
11	[redacted]	laborer	7/27/18	Satellite Beach	rash							X					
12	[redacted]	foreman	8/8/18	PBC lift station	Cut around the eye							X					
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1210-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3	0
(K)	(L)

Injury and Illness Types

Total number of..	(M)		(M)
(1) Injury	12	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Hinterland Group, Inc

Street: 2051 W Blue Heron Blvd

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers):
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):

OR North American Industrial Classification (NAICS), if known (e.g., 336212):
2 3 7 1 1 0

Employment Information

Annual average number of employees: 105

Total hours worked by all employees last year: 210000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/8/2019
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2017

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Hinterland Group
City Riviera Beach State FL

Identify the person (A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	Describe the case (D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Classify the case: CHECK ONLY ONE box for each case based on the most serious outcome for that case: Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Enter the number of days the injured or ill worker was: Away from work (K)	On job transfer or restriction (L)	Check the "Injury" column or choose one type of illness: (M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illness (6)
1	Ivan Pulido	Laborer	3/15 (month/day)	Jobsite Zephyrhills	Cut hand on metal banding	☐	☐	☑	☐	0 days	5 days	X					
2	Juan Deleon	Laborer	4/24 (month/day)	Jobsite Atlantic	bruised muscles & ribs from tripod fall	☐	☐	☑	☐	0 days	5 days	X					
3	Ivan Pulido	Laborer	4/27 (month/day)	Jobsite unknown	injured arm pulling liners	☐	☑	☐	☐	0 days	___ days	X					
4	Lawrence Dolan	Electrician	5/11 (month/day)	Jobsite inter bridge Boca	hit by electric shock from panel	☐	☑	☑	☐	5 days	8 days	X					
5	Abdel Vega	Laborer	5/12 (month/day)	Jobsite Tampa	tripod fell on him & injured shoulder	☐	☑	☑	☐	2 days	___ days	X					
6	James Coffman	Supervisor	7/19 (month/day)	Jobsite Belle Glade	in alteration, fell back injured ribs	☐	☐	☑	☐	0 days	___ days	X					
7	Jesse Murray	Wet Out Technician	7/24 (month/day)	Riviera shop	right hand laceration	☐	☐	☑	☐	0 days	___ days	X					
8	Lawrence Dolan	Electrician	8/7 (month/day)		Strained back - preexisting	☐	☑	☐	☐	0 days	___ days	X					
9	Yoffrank Zamora	Laborer	8/14 (month/day)	West Palm Beach	pain in right ear from hose	☐	☑	☐	☐	2 days	___ days	X					
10	Donald Pate	Foreman	9/14 (month/day)	Jobsite Ft. Lauderdale	Pain in right leg/hip	☐	☑	☐	☐	0 days	___ days	X					
11	Kristopher Hayes	Laborer	9/15 (month/day)	Jobsite Ft Pierce	Fracture and Lacerations right hand	☐	☑	☐	☐	4 days	___ days	X					
12	Jaime Pereira	Driver	12/13 (month/day)	Jobsite West Palm Beach	Manhole lid fell and broke toe	☐	☐	☐	☐	0 days	___ days	X					
			/ (month/day)			☐	☐	☐	☐	___ days	___ days						
					Page totals ➤												

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page of

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2017

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	4	3	6
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
13	18
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	12	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Hinterland Group, Inc

Street: 992 W 15th Ave

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers):
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):

OR North American Industrial Classification (NAICS), if known (e.g., 336212):
2 3 7 1 1 0

Employment Information

Annual average number of employees: 100

Total hours worked by all employees last year: 200000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/4/2018
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help

Establishment name Hinterland Group

City Riviera Beach State FL

Identify the person				Describe the case		Classify the case											
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other record-able cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Dwayne Castighoni	Laborer	9/9/16	Jobsite Saint Petersburg	Strain of muscle in arm		8										
2	Eduardo Rivera	Laborer	9/9/16	Gulf to Bay, Hwy 60	VAC truck hose blew water in ear		0										
3	Danny Crutchfield	Foreman	11/7/16	Jobsite Palm Beach	digging to locate line, injured neck + shoulder		0										
4	Daniel Gonzalez	Laborer	12/5/16	Hinterland Group in yard	cleaning mixer and caught fingers		0										
5	Pedro Montanez	Laborer	12/22/16	Jobsite West Palm Beach	cutting fiberglass and dust in eyes		0										
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
	(1)	(2)	(3)	(4)	(5)	(6)

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2016

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	5
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 53 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Hinterland Group, Inc

Street: 5401 N Haverhill Rd #114

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment Information

Annual average number of employees: 60

Total hours worked by all employees last year: 120000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-840-3503
Phone

1/6/2017
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Hinterland Group

City Riviera Beach State FL

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases								
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Christian Lozano	Laborer	1/9/15	Jobsite Clearwater	Injured back while pulling hose		4			4		✓					
2	Christopher Daugherty	Laborer	10/05/15	Jobsite in Brevard	Injured while lifting object					12							
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
4	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Hinterland Group, Inc

Street: 5401 N Haverhill Rd #114

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers):
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):

OR North American Industrial Classification (NAICS), if known (e.g., 336212):
2 3 7 1 1 0

Employment Information

Annual average number of employees: 30

Total hours worked by all employees last year: 60000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/19/2016
Date

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2020	EMR	1.45
YEAR	2019	EMR	1.03
YEAR	2018	EMR	.90
YEAR	2017	EMR	.90
YEAR	2016	EMR	1.00

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2019	TRFR	2.4
YEAR	2018	TRFR	7.7
YEAR	2017	TRFR	11.4
YEAR	2016	TRFR	5.0
YEAR	2015	TRFR	1.00

Total number of man-hours worked for the last 5 Years:

YEAR	2020	TOTAL NUMBER OF MAN-HOURS	337000
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	337000
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	310000
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	210000
YEAR	2016	TOTAL NUMBER OF MAN-HOURS	200000

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2019	DART	48
YEAR	2018	DART	43
YEAR	2017	DART	27
YEAR	2016	DART	0
YEAR	2015	DART	4

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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

NAME OF ORGANIZATION: Hinterland Group Inc.

BY: _____

TITLE: Chase Rogers, Project Director

DATED: 1/11/22

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 11 DAY OF January, 2022

Montisha Lynn Soto

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES: 07/21/2025

NOTARY PUBLIC STATE OF FLORIDA

MONTISHA LYNN SOTO
Commission # HH 156194
Expires July 21, 2025
Bonded Thru Budget Notary Services

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 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 **See Attached Current work in progress

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
	17-0238-00 - FDOT - E1Q95-R1	$ 97,800.00	$ -	$ 97,800.00	$ 7,824.00	$ -
	17-0238-00 - FDOT - E1Q95-R2	$ 97,800.00	$ -	$ 97,800.00	$ 63,570.00	$ -
	18-0257-00 - FDOT - E4T26-R0	$ 250,000.00		$ 250,000.00	$ 250,000.00	$ -
			DOT WORK	$ 445,600.00		
				(Col. 5 Subtotal)	$ 321,394.00	
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
	17-0111-02 (16-094R) - Sanitary Sewer Lining Project Wellfield System 9	$ 1,514,045.47	$ 105,983.18	$ 1,408,062.29	$ -	$ -
	17-0111-04 (16-094R) - Sanitary Sewer Lining Project Lift Station Basin 4101	$ 1,062,018.68	$ 74,341.31	$ 987,677.37	$ 419,952.13	$ 14,868.26
	17-0145-16 (WUD 16-077) - Aerial Crossing Improvements Phase 2	$ 1,819,104.20	$ 127,337.29	$ 1,691,766.91	$ 1,517,954.73	$ 106,963.33
	17-0145-17 (WUD 18-070) - PBCWUD - Water Main Replacement within Sandpiper Avenue, Medowlark Drive and Oriole Court	$ 1,762,187.08	$ 123,353.10	$ 1,638,833.98	$ 1,211,330.24	$ 84,793.12
	17-0145-19 (WUD 16-077) - Utility Relocations for Belle Glade Citywide Sidewalk Improvements	$ 641,631.75	$ 44,914.22	$ 596,717.53	$ 77,021.28	$ 27,846.62
	17-0145-21 (WUD 19-075) Utility Relocation Along Hamlin Blvd; Indian Trail Culvert Improvement Project	$ 242,699.20	$ 16,988.94	$ 225,710.26	$ 225,710.26	$ 16,988.94
	17-0145-22 (WUD 18-063) 12-Inch Force Main on Sandalfoot Boulevard	$ 238,215.60	$ 16,675.09	$ 221,540.51	$ 221,540.51	$ 16,675.09
	17-0145-23(WUD 20-011) FL Turnpike (SR91) at Atlantic Ave. Toll Facilities Conversion	$ 165,091.88	$ 11,556.43	$ 153,535.45	$ 153,535.45	$ 11,556.43
	17-0167-00 (C 17-01-10-CM) - LIFT STATIONS Nos. 114, 123, 125, 132, AND 148 REHABILITATION	$ 2,385,880.00	$ 167,011.60	$ 2,218,868.40	$ 857,665.86	$ 60,036.61
	17-0205-00 (17-065) - PBC WUD 17_065 Lift Station Rehabilitation - Project B	$ 4,221,409.50	$ 295,498.67	$ 3,925,910.84	$ 662,072.29	$ 46,345.06
	17-0216-02 - Dania Beach Lift Station #7	$ 786,350.00	$ 55,044.50	$ 731,305.50	$ 11,795.25	$ 825.67
	18-0082-00 (ITB #17-18-115/Project #20730) CWPB - Lift Station 73 Rehabilitation	$ 430,390.82	$ 30,127.36	$ 400,263.46	$ 389,475.15	$ 27,263.26
	18-0130-00 (15-096) PBCWUD - Lift Station Rehab - Project A Bid Package 2	$ 4,830,000.00	$ 338,100.00	$ 4,491,900.00	$ 2,615,009.00	$ 183,050.63
	18-0271-02 (20-012) PBC - Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation - WA #1 Gravity Main and Manhole Rehab	$ 1,225,047.61	$ 85,753.33	$ 1,139,294.28	$ 1,139,294.28	$ 85,753.33
	18-0315-00 (Y19-718) Orange County - Eastern Water Rec. Facility In-Plant Pump Station Replacement	$ 1,323,642.00	$ 92,654.94	$ 1,230,987.06	$ 447,919.46	$ 31,354.36
	18-0324-00 (15-098B) - PBCWUD Sanitary Sewer Collection System Rehabilitation Project Phase 2 (WUD 15-098B)	$ 3,113,950.00	$ 217,976.50	$ 2,895,973.50	$ 1,434,778.80	$ 100,434.52
			OTHER WORK	$ 22,550,285.04		
				(Col. 5 Subtotal)		
	PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE					
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$ 11,385,054.68	$ 814,755.43
				GRAND TOTAL	$	12,199,810.11

Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), If furnished.

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

**See attached completed project list

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

H.G.I. COMPLETED PROJECT LIST -

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station C-16 Rehabilitation	Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced.	Brevard County	Craig Helping	(321) 633-2089	Craig.Helping@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	$ 207,800.00	Jul-16	Oct-16
Lift Station C-05 and Force Main Replacement	Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 872,000.00	Jul-15	Dec-15
Lift Station M-06 Replacement	installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 439,495.00	Sep-15	Nov-15
Relocation of Lift Station M-05 Panel	Relining of lift station M-5	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 6,590.00	Apr-14	May-14
LS R1 & R6	Lift Station rehabilitations	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 20,774.45	Jan-12	Mar-12
LS #4 & #47	High pressure water blasting, bypass, remove and install HDPE risers	City of Altamonte Springs	James Wickert	(407) 57-5860	jswickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	$ 6,342.00	Oct-13	Nov-13
Manhole Rehabilitation 2012	Manhole rehabilitations	City of Altamonte Springs	James Wickert	(407) 57-5860	jswickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	$ 13,446.90	Oct-12	Sep-12
LS #3	Rehabilitation & lining	City of Atlantis	Mo Thornton	(562) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 119,420.00	Aug-13	Oct-13
Misc Drainage Repairs		City of Atlantis	Mo Thornton	(562) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 68,545.00	Oct-16	Nov-16
Manhole Rehabilitation August 2013	High pressure water blasting, coating, .5" layer build back, reset manhole casting within asphalt, re-construct existing manhole benching	City of Bartow	Ken Absher	863-534-0100	kbasher.pw@cityofbartow.net	450 N Wilson Ave., Bartow, FL 33830	$ 44,990.76	Sep-13	Oct-13
M-20 Lift Station	Rehabilitation of master Lift Station	Brevard County/Merritt Island	Bill Cowan	(321) 617-7350	bill.cowan@brevardcounty.us	2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940	$ 213,250.00	Feb-11	Apr-11
Lift Station M-20	Rehabilitation of Lift Station M-20	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 158,777.00	Jan-14	May-14
Cape Canaveral Lift Station No. 1 Improvements	Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals.	City of Cape Canaveral	Lonnie Dunn	(321) 868-1240	ldunn@cityofcapecanaveral.org	601 Thrum Blvd, Cape Canaveral, FL 32920	$ 164,743.12	Nov-13	Apr-15
Replacement of three Return Activated Sludge Pumps (RAS) Pumps	Install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility	City of Cocoa Utilities	Don Stevens	(321) 433-8744	dstevens@cocoafl.org	65 Stone Street, Cocoa, FL 32922	$ 89,987.00	Jan-13	Jul-13
Manhole Rehabilitation	Manhole rehabilitation, 4" lining, excess surface loss, reconstruction of manhole benching, removal of existing coating	City of Cooper City	Kerri Fisher	(954) 454-4300		11791 SW 49 STREET COOPER CITY, FL 33330	$ 11,480.00	Oct-14	Nov-14
Lift Station Rehabilitation Project 2014	Rehabilitation to various lift stations across the City	City of Coral Gables	Margie Gomez	(305) 460-5103	mgomez@coralgables.com	405 Baltimore Way, Coral Gables, FL 33134	$ 160,508.32	May-14	Mar-15
2014 Rehabilitation of Lift Stations	Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave. Deerfield Beach, FL 33441	$ 444,240.00	Nov-14	Apr-15
Manhole Rehabilitation	Rehabilitation of (14) Manholes throughout the City, Rehabilitation of wetwell.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 23,527.00	May-13	Jun-13
Rehabilitation of Lift Stations 2018	Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 376,798.00	Apr-17	Aug-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station Rehabilitation 2013	Rehabilitation of lift station #60	City of Delray Beach	Harold Williams	(561) 243-7161	hwilliams@ci.delray-beach.fl.us	100 NW 1st Ave, Delray Beach, FL 33444	$ 29,750.00	Jun-13	Jul-13
Manhole Piggyback	Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area.	City of Delray Beach	Scott Solomon	(561) 243-7161	ssolomon@ci.delray-beach.fl.us	434 S. Swinton Avenue, Delray Beach, FL 33444	$ 25,940.00	Mar-15	Nov-14
Lift Station and Manhole Rehabilitation 2014 Project	Lift station and manhole rehabilitation	City of Lake Wales	Rendall Britt	(863) 678-4114	abuckner@cityoflakewales.com	201 W. Central Ave. Lake Wales, Florida 33853	$ 259,644.62	Apr-14	Sep-14
South Water Treatment Plant Improvements	Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and al other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation	City of Mulberry	John Wright	(863)425-1125	jwright@cityofmulberryfl.com	500 S.W. 2nd Street Mulberry, FL 33860	$ 2,143,000.00	Feb-14	Dec-15
Lift Station No. 34 Pump Rehabilitation	High pressure water blasting, furnish/install 3 inflatable plugs in two, 8" inverts, one 10" invert, coating work, reinstall existing pump base, furnish and install 4" pipe, check calve and gate valve and replace all conduitys from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8" holes & removal of unforeseen concrete	City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	1300 Ninth Street St. Cloud, Fl 34769	$ 33,894.00	May-13	Jun-13
Turtle Creek Forcemain & Lift Station No. 84		City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	$ 12,900.00	May-13	Nov-13
Manhole Rehabilitation	Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed	City of St. Pete Beach	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	$ 24,990.00	May-12	Aug-12
Lift Station 107 Rehabilitation	convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration	City of Sunrise	Gregg Bagnall	(954) 572-2274	GBagnall@Sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, Florida 33351	$ 494,176.66	Feb-16	Jun-16
Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe	Annual contract for wastewater gravity sewer rehabilitation by CIPP	City of Tampa	Jim Greiner	813-274-8598	Jim.Greiner@tampagov.net	306 E Jackson St #280A4N, Tampa FL 33602	$ 1,048,495.00	Feb-15	Feb-16
Manhole Rehabilitation - Rebid	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	James Wheaton	(727) 942-5615	jweaton@ctsfl.us	324 East Pine Street Tarpon Springs, Florida 34688-5004	$ 18,525.00	Mar-16	Apr-16
Lift Stations Upgrades	Rehabilitation of the wet wells of four lift stations.By-pass pumping and control of sewage flows for the duration of the wet well rehabilitation work.	City of Titusville	Jimmy Gager	(321) 383-5767		555 South Washington Avenue, Titusville, Florida 32796	$ 73,435.00	Mar-12	Apr-12
Lift Stations Nos. 6, 7, 8, & 9 Rehabilitation	Rehabilitation of mentioned lift stations	City of Treasure Island	Mike Helfrich	(727) 574-4575	mhelfrich@mytreasureisland.org	108th Ave., Treasure Island, FL 33706	$ 884,000.00	Aug-16	Dec-16
Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility	repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 424,770.00	Sep-12	Feb-13
Lift Station Rehabilitation Phase II	refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20	City of Weston	Sabrina Baglieri	(954) 385-2000	sbaglieri@cdlvin-giordano.com	17200 Royal Palm Blvd, Weston, FL 33326	$ 1,127,059.28	Sep-12	Mar-13
Phipps Park Booster Pump Station Rehabilitation & Modifications	Booster Pump Station Rehabilitation & Modifications	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St. 5th Floor, West Palm Beach, FL 33401	$ 219,033.50	Aug-11	Apr-12
7th St. SW RWBS Pump and VFD Replacement		Collier County	Nicole Parker	(239) 252 - 4270	nicoleparker@colliergov.net	3327 Tamiami Trail E, Naples, FL 34112	$ 653,400.00	May-13	Mar-14

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station #30 & #32 Rehabilitation	Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves.	Coral Springs	Steve Seigfried	(954) 796-6658	steves@iladistricts.com	10300 NW 11th Manor, Coral Springs, FL 33071	$ 97,710.00	Aug-12	Oct-12
Cudjoe Regional Wastewater Inner Islands Collection System	Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FP&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.), all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI.	Cudjoe Inner Islands	David Tegreen	772-834-9498	DTegreene@fraz.com	2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073	$ 2,313,374.02	Aug-13	Sep-15
Mad Hatter Linda Lakes I & I Repairs	Cleaning & TV inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Michael Wilson	(239) 543-1005	mwilson@governgov.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 68,700.00	Sep-14	Nov-14
Rehabilitation & Improvements to Master Lift Station 01	Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with provided and installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie-in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and remounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system	Florida Governmental Utility Authority (FGUA)	Dwight Parry	(239) 543-1005	Dparry@governgov.com	5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917	$ 239,180.00	Jul-15	Sep-15
Seven Springs Blvd and Humboldt Ave. I & J Repairs	Cleaning & TV inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@governgov.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 99,290.00	Nov-14	Jan-15
Seven Springs / Pasco County Replacing Project & Aloha Gardens Clean & TV Collection System	Cleaning & TV inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@governgov.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 48,096.00	Aug-15	Oct-15
South Hutchinson Island Repump #2 Station Modifications	Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank	Fort Pierce Utility Authority	Keith Stephens	(772) 466-1600	kstephens@fpus.com	206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950	$ 479,152.23	Jan-13	Dec-15
Lift Stations 23, 87, 117 and 212 Rehabilitation	Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace.	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	$ 28,980.00	May-12	Aug-12
Simmons Road Drain Repair	Install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner, inspect the host pipe	Nassau County	David Hearn	(904) 491-7377	dhern@nassaucountyfl.com	96161 Nassau Place, Yulem FL 32097	$ 250,000.00	Mar-15	Apr-15
Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations	Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate, Elbow and Guide Rails, Furnish and Install PVC, ETC.	Palm Beach County	Joseph Tanacredi	(561) 493-6005	jtanacredi@pbwater.com	8105 Forest Hill Blvd, West Palm Beach, FL 33413	$ 419,578.00	Jan-13	Dec-16

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Wastewater Lift Stations Rehab	Installation of 8 new lift stations all new pumps and control panels at all stations, along with new antennas and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS	Palm Beach County	Joseph Tanacredi	(561) 493-6005	jtanacredi@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 2,172,785.00	Oct-12	Oct-14
Strategic Wastewater Infrastructure project Sewer Collection	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads	Palm Beach County	Joseph Tanacredi	(561) 493-6001	jtanacredi@pbcwater.com	8101 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,512,520.00	Jan-15	Dec-16
Control Panel LS-8202	Install control panel at lift station 8202	Palm Beach County	Joseph Tanacredi	(561) 493-6002	jtanacredi@pbcwater.com	8102 Forest Hill Blvd, West Palm Beach, FL 33413	$ 14,950.00	Jan-13	Aug-13
Lift Station Rehabilitation South Service Area – Phase II	Install 2 new pumps	Palm Beach County	Joseph Tanacredi	(561) 493-6004	jtanacredi@pbcwater.com	8104 Forest Hill Blvd, West Palm Beach, FL 33413	$ 303,322.62	Apr-14	Jan-15
I & I Improvements	[redacted]	Palm Beach County	Joseph Tanacredi	(561) 493-6006	jtanacredi@pbcwater.com	8106 Forest Hill Blvd, West Palm Beach, FL 33413	$ 550,650.00	Nov-13	May-14
Belle Glade Sewer I & I Improvements	[redacted]	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$1,343,343.00	Feb-15	Jul-15
Sanitary Sewer & Lift Station Wet Well, Repairs	[redacted]	Palm Beach County WUD	Pollop Phompronvithoun	(561) 493-6125	nphompronvithoun@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,488,751.00	[redacted]	[redacted]
Lift Station #10 rehabilitation	Project includes new valve vault, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with reliarca along with two closest manholes to lift station.	City of St. Pete Beach	Ian Wade	(727) 363-9254	ian.wade@stpetebeach.org	155 Corey Avenue, St. Pete Beach, FL 33706	$ 176,112.00	Mar-12	Sep-12
ES Force main Rehabilitation	ES Force main Rehabilitation from Garden Road to Cherry Lane.	Town of Palm Beach	Michael Roach	(561) 838-5440	mroach@townofpalmbeach.com	951 Old Okeechobee Rd, West Palm Beach, FL 33401	$ 1,205,730.00	Jul-14	Nov-14
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station	Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work indosed the complete rehabilitation of three existing pump stations.	Village of Palm Springs.	John Roose	(561) 965-4030	jmuse@vodl.org	226 Cypress Lane, Palm Springs, FL 33461	$ 566,102.00	Jan-18	Jun-18
Continuing Contract for Wastewater Gravity Lines Rehabilitation	Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form lining method	Palm Beach County WUD	Hassan Hadjimary	(561) 493-6000	hhadjimary@pbcwater.com	8100 Forest Hill Blvd. West Palm Beach, FL 33413	$ 2,331,350.00	Nov-14	Mar-17
Deerfield Rehab Lift Stations	4 Lift Station dry can conversions	City of Deerfield Beach	Fred Scott	(954) 480-4416	fscott@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 331,700.00	Dec-17	Mar-17
Lift Station 41 Upgrades	Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, on site discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work.	City of Winter Garden	Jim Monahan	(407) 656-4111	jmonahan@cwgdn.com	300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787	$ 382,420.95	Oct-17	Jul-18
Ponce Verde Sanitary Sewer Manhole Rehabilitation - Group 3 Master Contract	Rehabilitate 49 sanitary sewers manholes	St. Johns County	James Overton	(904)209-2614	joverton@sjcfl.us	1205 State Road 16, St. Augustine, FL 32084	$ 210,288.50	Oct-17	May-18
Ponte Vedra Sanitary Sewer Mh's	Rehabilitate fifty (50) sanitary sewers manholes	Board of County Commissioners St. Johns County Florida	James Overton	(904) 209-6150	joverton@sjcfl.us	500 San Sebastian View St. Augustine FL 32084	$ 198,574.00	Dec-17	May-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station C-18 Rehabilitation	Installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Collard	(321) 633-2089	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 316,852.50	Nov-17	Jan-18
Lift Station C-18 Rehab	Rehab of existing wet well and installation of a Generator	Brevard County	Owen Collard	(321) 617-7390	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 269,350.00	Sep-18	Jan-19
Lift Station V-10 Rehabilitation	Rehabilitation of the existing LiftStation V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections.	Brevard County	Owen Collard	(321) 633-2089	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 286,500.00	Jun-17	Jul-17
M-08 Lift Station Replacement	Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, abovegrade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing lift station M-08 wet well to a manhole	Brevard County	Owen Collard	(321) 633-2089	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 364,000.00	May-17	Nov-17
Lift Station 7 & 8 Improvement	Lift Station Improvements	City of Clearwater	Jeff Walker	(727) 562-4627	jeff.walker@myclearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	$ 1,054,630.00	Oct-17	Aug-18
Master Pump Station Rehabilitation	Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration	City of Clewiston	Danny Williams	(863) 983-1484	dannywilliams@clewiston-fl.gov	115 W Ventura Ave, Clewiston, FL 33440	$ 997,356.50	May-17	Apr-18
Lift Station T-26 Rehabilitation	Rehabilitation of Lift Station T-26 to include rehabilitation of existing wet well demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation	Brevard County	Craig Helping	(321) 633-2089	Craig.Helping@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	$ 128,450.00	Jan-18	Jun-18
Lift Station T-26 Rehab	Rehab of Lift Station including pipes, pumps, and electrical	Brevard County	Owen Collard	(321) 617-7390	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 148,450.00	Jan-18	Jun-18
Lift Station S-05 Rehab	Install of new mechanical equipment, piping and appurtenances	Brevard County	Owen Collard	(321) 617-7390	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 467,500.00	Apr-18	Aug-18
Master Lift Station Generator Replacement	Remove existing generator and turn over to owner. Remove all wiring associated with existing generator system between generator and ATS and replace with new. Provide new 80kW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer	City of Atlantis	Joseph Kosnit	(561) 242-0028	stormwater@zeval.com	260 Orange Tree Drive, Atlantis, FL 33462	$ 57,100.00	Jan-18	Feb-18
Master LS Generator Replace	Installation of a generator at the master lift station	City of Atlantis	Mo Thornton	(561) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 57,100.00	Jul-17	Feb-18
Australian Ave Sanitary Sewer & Parking Lot Improvements	Gravity sanitary sewer replacement, pavement removal and reconstruction	Town of Palm Beach	John Cairnes	(561) 838-5460	john.cairnes@mockroos.com	951 Okeechobee Drive, West Palm Beach, FL 33401	$ 226,580.00	Jun-17	Oct-17
Wastewater Lift Station No. 8 & 16	Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation	City of St. Pete Beach	Ian Wade	(727) 363-9254	iwade@stpetebeach.org	155 Corey Avenue, St. Pete Beach, Florida 33706	$ 548,432.43	Apr-17	Dec-17
Melaleuca & Kirk Road	Remove and Replace approximately 290LF of 60" RCP with new headwall south of the intersection of. Kirk Rd and Melaleuca Lane.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 196,000.00	Aug-17	Nov-17
WO #10 Woolbright Inlets	Remove and replace 24' of 12" RCP piping and type P6 inlet top and bottom approximately 3' deep within edge of roadway.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 98,800.00	Apr-17	Jun-17
WO #12 Aladdin	Remove and Replace approximately 76LF of 36" RCP at 3960 Aladdin Avenue.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 75,200.00	Feb-17	Mar-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO #18 Kirk Storm part 2	Rehabilitation of approximately 447 LF of 48 - 66" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 171,700.93	Jul-17	Sep-17
WO#16 Lyon Forest Hill	Drainage improvements per project scope and drawings	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 102,558.32	Jan-18	Sep-17
WO #18 Florida Blvd	Drainage improvements 24"	Palm Beach County	Mark Kroeger	(561) 616-6809	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 50,461.05	Jul-17	Aug-17
WO#19 Riverside	Drainage improvements 18", Driveway and Curbing Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 58,250.00	Aug-17	Sep-17
Riverside	Drainage improvements 18", Asphalt Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 91,385.30	Aug-17	Nov-17
Lift Station #22 - S&L Replacement	Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation	City of Cooper City	Steve Blanchard	(954)-434-4369	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 59,580.00	Aug-17	Feb-18
Lift Station M18	Rehabilitation to lift station 66-18	Brevard County	Owen Collard	(321) 633-2089	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 129,700.00	Aug-17	Nov-17
Lift Station #1 Rehabilitation	Lift Station #1 Rehabilitation	City of Holly Hill	Walt Smyser	(386)-490-5259	wsmyser@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	$ 510,000.00	Sep-17	Feb-18
Lift Station 7 - 174/W07	Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.	City of Holly Hill	Walt Smyser	(386) 490-5249	wsmyser@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	$ 289,000.00	Nov-17	May-18
Seminole County 2015 Rehab 2017	Rehabilitation to 10 lift stations across the County	Seminole County	Jeff Lane	(407) 665-2558	jlane@seminolecountyfl.gov	4908 Wayside Dr, Sanford, FL 32771	$ 535,695.65	Oct-17	Nov-17
Palm Beach County Lift Station Rehabilitation Continuing Construction Contract	Complete electrical system at Lift Station No. 21	City of Cooper City	Steve Blanchard	(954)-434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 551,648.60	Sep-17	Mar-18
Replacement Lift Station 21	Replacement of Lift Station 21	City of Cooper City	Steve Blanchard	(954)-434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 521,568.75	Sep-17	Mar-18
Pipe Draining and Video, And Drainage Repair on Various State Roads	Drainage repair district wide	FDOT	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 306,580.00	Oct-17	Jun-17
Lift Station T-06 Rehab	Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway	Brevard County	Owen Collard	(321) 633-2089	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 196,372.81	Jul-18	Nov-18
Lift Station 29 Replacement	to provide maintenance and construction for water, wastewater and reuse projects	City of Altamonte Springs	Karen McCullen	407-571-8335	kmccullen@altamonte.org	225 Newburyport Avenue, Altamonte Springs, FL 32701	$ 850,000.00	Sep-16	Jul-17
2016 Telemetry Information Management System Upgrade	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers	Palm Beach County WUD	Andre McDaniel	(561) 493-6104	amcdaniel@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,462,251.50	Feb-17	Aug-18
Greenacres Drainage Improvements	Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue	City of Greenacres	Zach Gamble	(561) 642-2013	zgamble@greenacresgov.com	5800 Melaleuca Lane, Greenacres, FL 33463	$ 311,148.50	Jan-17	Oct-17
2017 Storm drain Pipe Lining	perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes	City of Ormond Beach	Alex Schumann	(386) 676-3305	Alex.Schumann@ormondbeach.org	22 South Beach Street, Ormond Beach, FL 32174	$ 268,210.00	Mar-17	Jul-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lining - 15-032	10,000 LF lining	Palm Beach County WUD	Pollap Phonpomekhon	(561) 498-6128	pphonpomekhon@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 98,621.50	Nov-16	Apr-17
Lift Station 139 Minor Rehab	Lift Station 139 Minor Rehab	City of Sunrise	Joe Mazzella	(954) 572-2277	jmazzella@cityofsunrise.org	14150 NW 8th St, Sunrise, FL 33325	$ 41,200.00	Apr-18	May-18
Sand Dollar LS 3 & 4 Repairs	Improvements to the Sand Dollar 3&4 Lift Station	St. Johns County Utility Department	James Overton	(904) 209-2614	joverton@sjcfl.us	1205 State Road 16, St. Augustine, FL 32084	$ 219,450.00	Jul-18	Sep-18
Lift Station #34 - CWPB	Install vertical pumps, motors, and pump control valves, including all accessories	City of West Palm Beach	Yanice Mercado	561-494-0161	YMercado@wpb.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 238,353.00	May-18	Sep-18
Blue Cypress Lake Rd Culvert	replacement of an existing culvert crossing: Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control	Indian River County	Kristen Lekendecker	(772) 226-1486	klerendecker@ircgov.com	1800 27th Street, Vero Beach, FL 32960	$ 176,000.00	Apr-18	Jun-18
Lift Station # 5 - Lining	Gravity sewer main lining in lift station #5 basin area	City of North Lauderdale	George Krawczyk	(954) 597-3754	gkrawczyk@nlauderdale.org	701 Southwest 71st Ave, North Lauderdale, FL 33068	$ 126,809.00	Mar-18	Oct-18
Earman River Trans Pump Stat	Install a water detection switch in the main mops pump station; Install a manufactured pump station in a fiberglass wet well with 2 40 HP main water pumps	Village of North Palm Beach	Adam Swaney	(561) 652-5442	aswaney@northpalmbeach.gov	501 US Highway One, North Palm Beach, FL 33408	$ 346,680.00	Aug-18	Sep-18
Manhole Rehab - Tarpon Springs	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	Rodney Rainey	(727) 942-5615	rrainey@ctsfl.us	324 East Pine Street, Tarpon Springs, FL 34688	$ 33,975.00	May-18	Jul-18
Emerg Sewer Repair - Seaport	Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. ($2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at $500/hour.)	Village s of Seaport Condominium Association Inc.	Betty Walsh	(321) 748-6400	VOS-Manager@cfl.rr.com	120 Seaport Blvd, Cape Canaveral, FL 32920	$ 6,500.00	Apr-18	May-18
Rock Creek Manholes	Manhole Coating	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 15,665.00	Apr-18	May-18
Utilities Complex Electrical	Electrical work at storage building	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 19,780.00	May-18	Jun-18
Lift Station #15 Piping	LS Piping	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 14,520.00	May-18	Jun-18
Emergency - Belle Glade SEPTIC	Emergency - Belle Glade SEPTIC	Palm Beach County WUD	Gerado Castellano	(561) 493-6033	dcastellano@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,325.00	Jun-18	Jul-18
Garden Lakes	Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair	Seminole County	David Ombery	(407) 665-5699	dombery@seminolecountyfl.gov	500 West Lake Mary Blvd, Sanford, FL 32773	$ 85,702.00	May-18	Jun-18
Top Slab Replacement	8" diameter concrete top slab, H-20 batch	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 8,700.00	Jun-18	Jul-18
Construction Services for Brighton Reservation	Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation	Seminole Tribe of Florida	Emrani Rahiman	(954) 966-6300	emranirahiman@semtribe.com	6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024	$ 100,706.00	Feb-19	Apr-19
Lift Station No. 4 Minor Rehabilitation	Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electrical equipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements	City of Sunrise	Mark Pasitti	(954) 572-2272	mpasitti@sunrisefl.gov	10770 West Oakland Park Blvd. Sunrise, Florida 33351	$ 39,947.20	Jan-19	Feb-19
Water and Sewer Lines Abandonment Project	abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants	City of Lauderdale Lakes	Maqsood Bhatt	(954) 535-2700	mmunshi@lauderdalelakes.org.	4300 NW 36th Street Lauderdale Lakes, FL 33319	$ 92,881.41	Sep-19	Jul-19
Lift Station 383 - Rehabilitation	Lift station rehab for #83, is required to remove the existing leaking wet well liner, repair leaks and coat well.	City of Miramar	Jim Frawley	(954) 602-3115	jfrawley@miramarfl.gov	2300 Civic Center Place Miramar, FL 33025	$ 52,862.00	Apr-19	May-19
Gravity Sewer	Gravity sewer main cleaning, bypass pumping, install of 11,017 LF of 8" CIPP liner	City of Zephyrhills	Mike Perry	813-780-0000	Mperry@ci.zephyrhills.fl.us	39825 Alston Ave Zephyrhills, FL 33542	$ 343,828.32	Oct-18	Dec-18
Big Crest Haven LS Rail Replacement	Remove and replace SS guide rails and brackets vacuum truck (for cleaning)	Village of Palm Springs	Andrew Klausner	(561) 965-4013	aklausner@vopsfl.org	226 Cypress Lane Palm Springs, FL 33461-1696	$ 9,930.00	Feb-19	Feb-19

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station 5138 Emergency Repairs	Remove and Replace ~(3) -10" Riser Pipes from the Base Elbow up to the Check Valve~ Triplex Remove and Replace 1~ Rails Supply and Install 24"-20" Plug Re-Anchoring of the Elbows as needed	Palm Beach County WUD	Gerardo Castellino	561-493-6088	GCastellino@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 57,200.00	Jan-19	Feb-19
Palm beach traveler RV Park	Emergency removal and replacement of up to 1045 of 8" sewer pipe in the Palm Beach Traveler Park.	Palm Beach Trailer RV Park	Bob Wolf	216 905 6202	info@palmbeachtraveler.com	6350 Lawrence Rd Lake Worth, FL 33462	$ 27,800.00	May-19	Jun-19
Lift Station S-08 Replacement	The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station S-08 Replacement, as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.	Brevard County	Owen Collard	(321) 617-7390	owen.collard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 468,250.00	Aug-18	Aug-19

See attached HGI Owned Equipment list

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

Owned Equipent

Asset ID	Category	Type	Description	Status
543	VEHICLE	REEFER	2011 Kenworth T370	ACTIVE
542	VEHICLE	VAN	2007 CHEVY VAN	ACTIVE
541	VEHICLE	VAN	2011 GMC VAN	ACTIVE
540	VEHICLE	VAN	2007 Chevy van	ACTIVE
539	VEHICLE	VAN	2014 Dodge Caravan	ACTIVE
538	TRAILER	HAULER	Forest River Trailer	ACTIVE
536	PUMP	VACUUM OIL PUMP	3" Well point pump	ACTIVE
534	EQUIPMENT	ROLLER	Leeboy roller	ACTIVE
533	TRAILER	HAULER		ACTIVE
532	EQUIPMENT	COMPACTOR	COMPACTOR	ACTIVE
531	CREW EQUIPMENT	LIGHT TOWER	Light Tower	ACTIVE
530	TRAILER	HAULER	7X14 Spartan Trailer	ACTIVE
529	VEHICLE	CAR	2007 Volvo XC70	ACTIVE
528	TRAILER	CARGO	Cargo Trailer	ACTIVE
527	VEHICLE	FLAT BED	Flat bed	ACTIVE
526	TRAILER	CARGO	Cargo Trailer	ACTIVE
525	VEHICLE	VAN	TV Truck	ACTIVE
524	TRAILER	PUMP	Pump	ACTIVE
523	TRAILER	PUMP	Pump	ACTIVE
522	EQUIPMENT	PUMP	Pump	ACTIVE
521	TRAILER	PUMP	Pump	ACTIVE
520	TRAILER	PUMP	Pump	ACTIVE
519	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
518	TRAILER	MIXER	Mixer	ACTIVE
517	TRAILER	GENERATOR	Generator	ACTIVE
516	TRAILER	LOW BOY	Lowboy	ACTIVE
515	VEHICLE	VAN	van	ACTIVE
514	TRAILER	PUMP	pump	ACTIVE
513	EQUIPMENT	PUMP	diaphram pump	ACTIVE
512	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
511	TRAILER	SPRAY MATE COATING	Coating Trailer	ACTIVE
509	TRAILER	DUMP	DUMP TRAILER	ACTIVE
508	TRAILER	DUMP	DUMP TRAILER	ACTIVE

507	EQUIPMENT	LOADER	Loader	ACTIVE
506	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
505	TRAILER	CARGO	Cargo Trailer	ACTIVE
504	TRAILER	CARGO	Cargo Trailer	ACTIVE
503	TRAILER	CARGO	Cargo Trailer	ACTIVE
502	VEHICLE	FLAT BED		ACTIVE
501	VEHICLE	BOILER		ACTIVE
500	EQUIPMENT	ROLLER		ACTIVE
499	EQUIPMENT	ROLLER		ACTIVE
498	EQUIPMENT	COMPACTOR		ACTIVE
497	EQUIPMENT	COMPACTOR		ACTIVE
496	VEHICLE	FLAT BED		ACTIVE
495	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
494	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
493	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
492	EQUIPMENT	LOADER		ACTIVE
491	EQUIPMENT	EXCAVATOR		ACTIVE
490	EQUIPMENT	LOADER		ACTIVE
489	EQUIPMENT	EXCAVATOR		ACTIVE
488	VEHICLE	CRANE	F-550	ACTIVE
487	VEHICLE	UTILITY	F-550	ACTIVE
486	VEHICLE	CRANE	F-350	ACTIVE
485	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
484	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
482	EQUIPMENT	SKID STEER	skid steer	ACTIVE
481	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
480	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
479	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
478	TRAILER	MESSAGE BOARD	Trailer	ACTIVE
477	TRAILER	HAULER	Trailer	ACTIVE
476	TRAILER	HAULER	Trailer	ACTIVE
475	VEHICLE	REEFER	refrigerated truck	ACTIVE
474	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
473	EQUIPMENT	SKID STEER	skid steer	ACTIVE
472	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
471	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
470	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
469	EQUIPMENT	SKID STEER	skid steer	ACTIVE

468	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
467	EQUIPMENT	MIXER		ACTIVE
466	VEHICLE	VAC		ACTIVE
465	VEHICLE	CRANE		ACTIVE
464	VEHICLE	PICKUP		ACTIVE
463	VEHICLE	PICKUP		ACTIVE
462	VEHICLE	PICKUP		ACTIVE
461	VEHICLE	PICKUP		ACTIVE
460	TRAILER	CARGO		ACTIVE
459	EQUIPMENT	SKID STEER	skid steer	ACTIVE
458	EQUIPMENT	COMPACTOR	compactor	ACTIVE
457	EQUIPMENT	COMPACTOR	compactor	ACTIVE
456	VEHICLE	TRUCK	Crew Cab	ACTIVE
455	EQUIPMENT	MAN LIFT	Man Lift	ACTIVE
454	EQUIPMENT	MAN LIFT	Man lift	ACTIVE
453	TRAILER	PUMP	Electric Bypass Pump	ACTIVE
452	TRAILER	ARROW BOARD	Arrow Board	ACTIVE
451	TRAILER	ARROW BOARD		ACTIVE
450	EQUIPMENT	FORKLIFT	YALE	ACTIVE
449	EQUIPMENT	FORKLIFT	Forklift	ACTIVE
448	EQUIPMENT	LOADER	Loader	ACTIVE
447	TRAILER	CARGO	cargo	ACTIVE
446	TRAILER	CARGO	cargo	ACTIVE
445	VEHICLE	PICKUP	Pickup	ACTIVE
444	EQUIPMENT	SAW	Street Saw	ACTIVE
443	EQUIPMENT	SAW	Street saw	ACTIVE
442	EQUIPMENT	SAW	Street saw	ACTIVE
441	EQUIPMENT	SAW	Street saw	ACTIVE
440	EQUIPMENT	TRACTOR	Tractor	ACTIVE
439	EQUIPMENT	TRACTOR	Tractor	ACTIVE
438	TRAILER	PUMP	pump	ACTIVE
437	TRAILER	HAULER	Trailer	ACTIVE
436	TRAILER	HAULER	Trailer	ACTIVE
435	VEHICLE	VAN	Vehicle	ACTIVE
434	EQUIPMENT	PUMP	Pump	ACTIVE
433	EQUIPMENT	PUMP	PUMP	ACTIVE
432	EQUIPMENT	PUMP	PUMP	ACTIVE
431	EQUIPMENT	PUMP	PUMP	ACTIVE

430	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
429	EQUIPMENT	COMPRESSOR	Air compressor	ACTIVE
423	EQUIPMENT	PUMP		ACTIVE
422	TRAILER	CARGO		ACTIVE
421	TRAILER	CARGO		ACTIVE
420	EQUIPMENT	PUMP	Dewater	ACTIVE
419	TRAILER	CARGO	14' x 7'	ACTIVE
418	EQUIPMENT	COMPACTOR	Plate compactor	ACTIVE
417	EQUIPMENT	COMPACTOR	Asphalt	ACTIVE
416	EQUIPMENT	PUMP		ACTIVE
415	VEHICLE	DUMP	Tri axle	ACTIVE
414	EQUIPMENT	PUMP		ACTIVE
413	EQUIPMENT	PUMP		ACTIVE
412	TRAILER	TANKER	Tanker	ACTIVE
411	EQUIPMENT	PUMP		ACTIVE
410	EQUIPMENT	WELDER	Welder	ACTIVE
409	TRAILER	CARGO	Forest River	ACTIVE
408	EQUIPMENT	PUMP	Hydraulic Pump	ACTIVE
407	EQUIPMENT	LIFT	Scissor Lift	ACTIVE
406	EQUIPMENT	PUMP	Elec Bypass Pump	ACTIVE
405	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
404	TRAILER	DUMP	Dump Trailer	ACTIVE
403	TRAILER	CARGO	Cutter Trailer	ACTIVE
402	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
401	EQUIPMENT	BACKHOE	Backhoe	ACTIVE
400	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
399	EQUIPMENT	SPRAY	Epoxy Spray Rig	ACTIVE
398	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
397	EQUIPMENT	GENERATOR	25KW Generator	ACTIVE
396	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
395	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
390	EQUIPMENT	SURVEYING	Surveying Equipment	ACTIVE
389	EQUIPMENT	LIGHTING	Portable Light Trailer	ACTIVE
388	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
385	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
384	EQUIPMENT	EXCAVATOR	Compact Excavator	ACTIVE
383	VEHICLE	VAC	Vactor Truck	ACTIVE
382	TRAILER	LOW BOY	Low Boy	ACTIVE

380	VEHICLE	TANDEM	International Truck	ACTIVE
379	VEHICLE	BUCKET	GMC Truck	ACTIVE
378	VEHICLE	FLAT BED	GMC Truck	ACTIVE
377	VEHICLE	PICKUP	Chevy Truck	ACTIVE
376	VEHICLE	FLAT BED	GMC Truck	ACTIVE
375	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
374	EQUIPMENT	WETOUT	Wetout Assembly Equipment	ACTIVE
373	EQUIPMENT	ATTACHMENT	Telescopic Dipper	ACTIVE
372	EQUIPMENT	WETOUT	Resin Tank w/ Conveyor	ACTIVE
371	EQUIPMENT	SURVEYING	Pipe Laser	ACTIVE
370	EQUIPMENT	CIPP	Cues Truck 2	ACTIVE
369	EQUIPMENT	CIPP	Cues Truck 1	ACTIVE
368	EQUIPMENT	ATTACHMENT	Clam Shell Bucket	ACTIVE
367	EQUIPMENT	COMPUTER	CIPP Computers	ACTIVE
366	EQUIPMENT	TANKER	300 Gallon Spray Rig Attachment	ACTIVE
365	EQUIPMENT	PERSONAL	Boat Engine	ACTIVE
364	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
363	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
362	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
361	EQUIPMENT	GRADER	Volvo Motor Grader	ACTIVE
360	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
359	TRAILER	CARGO	Look Trailer	ACTIVE
358	EQUIPMENT	FORKLIFT	Toyota Forklift	ACTIVE
357	TRAILER	HAULER	Tilt Trailer	ACTIVE
356	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
355	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
354	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
353	EQUIPMENT	PUMP	Thompson High Pressure Pump	ACTIVE
352	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
351	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
350	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
349	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
348	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
347	EQUIPMENT	PUMP	Thompson 6' Trailer Mounted Pump	ACTIVE
346	EQUIPMENT	PUMP	Thompson 6' Bypass Pump	ACTIVE
344	EQUIPMENT	PUMP	Thompson 4" Mounted Pump	ACTIVE
343	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE

341	TRAILER	HAULER	Thomas Trailer	ACTIVE
340	EQUIPMENT	PUMP	Auto Dialer Pump	ACTIVE
339	EQUIPMENT	COMPRESSOR	Compressor w/ Trailer	ACTIVE
338	VEHICLE	VAC	Sterling Vac Truck	ACTIVE
337	VEHICLE	VAC	Sterling Truck	ACTIVE
336	VEHICLE	CRANE	Sterling Crane Truck	ACTIVE
335	TRAILER	CARGO	Space Coast Trailer	ACTIVE
334	EQUIPMENT	BOAT	Ever	ACTIVE
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer	ACTIVE
332	VEHICLE	FLAT BED	Crane Flatbed	ACTIVE
331	EQUIPMENT	EXCAVATOR	Walking Excavator	ACTIVE
330	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
329	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
328	TRAILER	CARGO	Lark Trailer	ACTIVE
327	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
326	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
325	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
324	EQUIPMENT	BLASTER	KMT Aqua Blaster	ACTIVE
323	VEHICLE	VAC	Kenworth Vac Truck	ACTIVE
322	VEHICLE	BOILER	Kenworth Boiler Truck	ACTIVE
321	VEHICLE	DUMP	Kenworth Dump Truck	ACTIVE
320	TRAILER	ASPHALT	Keizer Morris Trailer w/ Asphalt Hot Box	ACTIVE
319	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
318	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
317	EQUIPMENT	SKID STEER	John Deere Skid Steer	ACTIVE
316	EQUIPMENT	MOWER	John Deere Riding Mower	ACTIVE
315	EQUIPMENT	MOWER	John Deere Mower Attachment	ACTIVE
314	EQUIPMENT	EXCAVATOR	John Deere Excavator	ACTIVE
313	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
312	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
310	EQUIPMENT	EXCAVATOR	John Deere Compact Excavator	ACTIVE
308	EQUIPMENT	ATTACHMENT	John Deere Bucket	ACTIVE
307	EQUIPMENT	ROLLER	Bomag Roller	ACTIVE
306	EQUIPMENT	MOWER	John Deere Mower	ACTIVE
305	TRAILER	HAULER	Interstate Trailer	ACTIVE
304	TRAILER	HAULER	Grey Trailer	ACTIVE
303	VEHICLE	VAC	International Vac Truck	ACTIVE
302	VEHICLE	VAC	International Vac Truck	ACTIVE

301	VEHICLE	VAC	International Vac Truck	ACTIVE
300	VEHICLE	VAC	International Vac Truck	ACTIVE
298	VEHICLE	BLASTER	International Sand Blaster Truck	ACTIVE
297	VEHICLE	REEFER	International Truck	ACTIVE
296	VEHICLE	REEFER	International Truck	ACTIVE
295	VEHICLE	REEFER	International Reefer Truck	ACTIVE
292	VEHICLE	BOX	International Box Truck	ACTIVE
291	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
290	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor	ACTIVE
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor	ACTIVE
287	VEHICLE	BOX	International Chassis	ACTIVE
286	VEHICLE	UTILITY	Horton Truck Crane	ACTIVE
285	EQUIPMENT	BLASTER	Power Washer Trailer	ACTIVE
284	TRAILER	HAULER	Homemade Trailer	ACTIVE
283	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
282	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
281	TRAILER	HAULER	Hardee Built Trailer	ACTIVE
280	EQUIPMENT	PUMP	Gorman Pump	ACTIVE
279	VEHICLE	VAN	GMC Van	ACTIVE
278	VEHICLE	VAN	GMC Van	ACTIVE
277	VEHICLE	UTILITY	GMC Truck w/ Crane	ACTIVE
276	VEHICLE	FLAT BED	GMC Truck	ACTIVE
275	VEHICLE	FLAT BED	GMC Truck	ACTIVE
274	VEHICLE	PICKUP	GMC Truck	ACTIVE
272	VEHICLE	VAN	GMC Truck	ACTIVE
271	VEHICLE	UTILITY	GMC Service Truck	ACTIVE
270	VEHICLE	FLAT BED	GMC Pickup Truck	ACTIVE
269	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
268	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
264	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
262	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
260	VEHICLE	VAN	GMC Cargo Van	ACTIVE
259	EQUIPMENT	LIFT	Genie Personal Lift	ACTIVE
258	TRAILER	CARGO	FRRV Trailer	ACTIVE
257	VEHICLE	TANDEM	Freightliner	ACTIVE
256	VEHICLE	BOX	Freightliner	ACTIVE
255	VEHICLE	TANKER	Freightliner	ACTIVE

254	VEHICLE	TANKER	Freightliner	ACTIVE
253	VEHICLE	TANKER	Freightliner	ACTIVE
250	VEHICLE	UTILITY	Ford Truck	ACTIVE
249	VEHICLE	UTILITY	Ford Truck	ACTIVE
248	VEHICLE	PICKUP	Ford Truck	ACTIVE
245	VEHICLE	UTILITY	Ford Truck	ACTIVE
242	VEHICLE	PICKUP	Ford Pickup Truck	ACTIVE
241	VEHICLE	CAR	Ford Fusion	ACTIVE
239	VEHICLE	BOILER	Ford Tandem	ACTIVE
238	EQUIPMENT	ATTACHMENT	FFC Tree Boom	ACTIVE
237	TRAILER	OFFICE	Dutchman Trailer	ACTIVE
236	TRAILER	HAULER	Draggin Trailer	ACTIVE
235	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
234	VEHICLE	VAN	Dodge Van	ACTIVE
233	VEHICLE	UTILITY	Dodge Truck	ACTIVE
232	TRAILER	HAULER	Crosley Trailer	ACTIVE
231	TRAILER	HAULER	Crosley Trailer	ACTIVE
230	TRAILER	HAULER	Crosley Dual Axle Trailer	ACTIVE
229	TRAILER	PERSONAL	Jet Ski Trailer	ACTIVE
228	EQUIPMENT	FORKLIFT	Clark Forklift	ACTIVE
226	VEHICLE	PICKUP	Chevy Truck	ACTIVE
222	VEHICLE	FLAT BED	Chevy Pickup Truck	ACTIVE
219	TRAILER	HAULER	Center Trailer	ACTIVE
218	EQUIPMENT	EXCAVATOR	Caterpillar Mini Excavator	ACTIVE
217	EQUIPMENT	LULL	Caterpillar Forklift	ACTIVE
216	EQUIPMENT	EXCAVATOR	Caterpillar Excavator	ACTIVE
215	EQUIPMENT	EXCAVATOR	Caterpillar Excavator 328D	ACTIVE
214	EQUIPMENT	SKID STEER	Track Skid Loader	ACTIVE
213	EQUIPMENT	TERRAIN	Golf Cart	ACTIVE
211	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
210	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
209	EQUIPMENT	SKID STEER	Bobcat Skid Steer Loader	ACTIVE
208	EQUIPMENT	EXCAVATOR	Bobcat Mini Excavator	ACTIVE
207	EQUIPMENT	EXCAVATOR	Bobcat Compact Excavator	ACTIVE
206	TRAILER	HAULER	Blastoff Trailer	ACTIVE
205	TRAILER	HAULER	Better Built Trailer	ACTIVE
204	EQUIPMENT	ASPHALT	John Deere Asphalt Zipper on Trailer	ACTIVE
203	TRAILER	HAULER	Sand Blaster	ACTIVE

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
None					

Signed)_____

THE HARTFORD

Orlando Regional Bond Department

September 2, 2021

RE: Hinterland Group, Inc.

To Whom It May Concern:

The Hartford, through its operating entities, will favorably consider surety bonds to Hinterland Group, Inc. for projects up to $20,000,000 single and $100,000,000 aggregate. Our experience with Hinterland Group, Inc. has been excellent, and we highly recommend them to you.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Hinterland Group, Inc. and Hartford Accident and Indemnity Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Hartford Accident and Indemnity Company is licensed and qualified to operate in the State of Florida and listed with the U.S. Department of Treasury Federal Register with an underwriting limitation of $219,310,000, and has an AM Best Rating of A+.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Timothy M. Holicky
The Hartford

P.O. Box 958461
Lake Mary, FL 32795
Toll Free 800 824 1732
Facsimile 877 536 9102

SECTION 00453

NONCOLLUSION AFFIDAVIT

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

Pursuant to bidding requirements for the work titled " Gulfstream Rd Stormwater Improvements ,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Chase Rogers, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is Project Director of Hinterland Group Inc. (officer's title) of ____(company name), the Bidder that has submitted the attached bid;

2. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, 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 Village of Palm Springs or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Chase Rogers, Project Director

INTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Subscribed and sworn to before me
this 11 day of January, 2022

_____

Notary Public Montisha Lynn Soto

NOTARY PUBLIC STATE OF FLORIDA

MONTISHA LYNN SOTO
Commission # HH 156194
Expires July 21, 2025
Bonded Thru Budget Notary Services

My commission expires 07/21/2025

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Hinterland Group Inc. (Print or Type Name of Firm)

3. 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.

4. 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.

5. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

6. 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.

7. 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.

8. 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."

HINTERLAND GROUP INC CORPORATE SEAL FLORIDA

_____
Authorized Signature Chase Rogers, Project Director

1/11/22
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 11 day of January, 2022

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

_____
Signature of Notary Montisha Lynn Soto

NOTARY PUBLIC STATE OF FLORIDA

MONTISHA LYNN SOTO
Commission # HH 156194
Expires July 21, 2025
Bonded Thru Budget Notary Services

My Commission Expires 07/21/2025

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 Chase Rogers, who, being by me first duly sworn, made the following statement:

1. The business address of Hinterland Group Inc.
(firm name of Bidder/Contractor)

is 2051 W Blue Heron Blvd., Riviera Beach, FL 33404.

2. My relationship to Hinterland Group Inc.
(firm name of Bidder/Contractor)

is Project Director.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Sworn to and subscribed to before me in the State and County first mentioned above, on the 11 day of January, 20 22.

_____
Notary Public Montisha Lynn Soto

NOTARY PUBLIC STATE OF FLORIDA

MONTISHA LYNN SOTO
Commission # HH 156194
Expires July 21, 2025
Bonded Thru Budget Notary Services

(affix seal)

07/21/2025
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Chase Rogers, on behalf of Hinterland Group Inc. (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By: _____
Name: Chase Rogers
Title: Project Director
Date: 1/11/22

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 11 day of January, 2022, by Chase Rogers, who is the Project Director of Hinterland Group Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
MONTISHA LYNN SOTO
Commission # HH 156194
Expires July 21, 2025
Bonded Thru Budget Notary Services

NOTARY PUBLIC
Printed Name of Notary Montisha Lynn Soto
My Commission expires: 07/21/2025

THE HARTFORD

Orlando Regional Bond Department

September 2, 2021

RE: Hinterland Group, Inc.

To Whom It May Concern:

The Hartford, through its operating entities, will favorably consider surety bonds to Hinterland Group, Inc. for projects up to $20,000,000 single and $100,000,000 aggregate. Our experience with Hinterland Group, Inc. has been excellent, and we highly recommend them to you.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Hinterland Group, Inc. and Hartford Accident and Indemnity Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Hartford Accident and Indemnity Company is licensed and qualified to operate in the State of Florida and listed with the U.S. Department of Treasury Federal Register with an underwriting limitation of $219,310,000, and has an AM Best Rating of A+.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Timothy M. Holicky
The Hartford

P.O. Box 958461
Lake Mary, FL 32795
Toll Free 800 824 1732
Facsimile 877 536 9102

Locations: Palm Beach – Cocoa – Stuart

COMPANY QUALIFICATION & CERTIFICATION PACKAGE

WWW.HINTERLANDGROUP.COM

CORPORATE OFFICE:

2051 W Blue Heron Blvd, Riviera Beach, FL 33404
561-640-3403 PH
561-640-3504 FX

INFO@HINTERLANDGROUP.COM

COMPANY QUALIFICATION & CERTIFICATION PACKAGE

COVER PAGE

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Department of State Letter of Incorporation ---------- Page 5

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Pre-Qualified Vendor ---------- Page 32

Owned Equipment ---------- Page 34

Prior Experience ---------- Page 42

CIPP Roster ---------- Page 57

Installed Liner Quantities ---------- Page 58

CIPP Prior Experience ---------- Page 60

HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME

DANIEL A. DUKE, III

President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

DANIEL A. DUKE, JR.

Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

JAY B. BREIG

Project Manager/Operations

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME (CONT.)

CHASE R. ROGERS, E.I.

Estimating Manager, Engineer

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

MIKE CARTER

Electrical Project Manager

Mike has over 28 years in all aspects of the electrical industry including; commercial, residential, service, maintenance, generator installation and servicing and Industrial including water and waster water treatment plants. Mike is a Master Electrician and a Journeymen. His is responsible for overseeing all electrical projects, the estimating of electrical projects, and assisting project managers. Mike joined the HGI team in 2018.

BRETT KONCHAK

CIPP Project Manager

Brett has over 5 years in direct development of multiple land use projects in Florida, including various gravity and force main CIPP sanitary and storm sewer installations. He provides direct daily supervision of CIPP project scheduling, superintendents and skilled labor. Brett joined the HGI team in February 2015.

DANIEL A. DUKE III

President/Founder

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County
Project Value: $1,323,642.00
Project Location: Orlando, FL
Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach
Project Value: $346,680.00
Project Location: North Palm Beach, FL
Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County
Project Value: $792,003.00
Project Location: Belle Glade, FL
Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.

CHASE R. ROGERS, E.I.

Estimating Manager/Project Director

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach
Project Value: $528, 587.00
Project Location: West Palm Beach, FL
Role: On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County
Project Value: $653,400.00
Project Location: Naples, FL
Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority
Project Value: $2,313,374.00
Project Location: Cudjoe Key, FL
Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

JAY B. BREIG

Construction Operations Manager

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
jbreig@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

QUALIFICATIONS

- OSHA Confined Space Training
- Advanced MOT Certification
- Crane and Rigging Certification

PROJECT RELATED BACKGROUND

CITY OF WESTON INDIAN TRACE LIFT STATION REHABILITATION

Project Owner: The City of Weston
Project Location: The City of Weston, FL
Project Value: $689,531.00
Role: Project Manager

This project consisted of the refurbishing, repair, and, replacement of concrete, and metal lift station components along with site related improvements for over 30 Lift Stations in the City of Weston, Florida.

PALM BEACH COUNTY WATER UTILITIES DISTRICT ZONE 1 WATERMAIN IMPROVEMENTS

Project Owner: Palm Beach County WUD
Project Location: Belle Glades, FL
Project Value: $1,121,551.20
Role: Project Manager

Improvement and replacement of approximately 2,500 LF of WM and relocation of services from the rear to front of homes.

CLIFF CREEK STORMWATER QUALITY RETROFIT

Project Owner: City of Melbourne
Project Location: City of Melbourne, FL
Project Value: $715,290.00
Role: Project Manager

The largest baffle box East of the Mississippi for the City of Melbourne, Fl. As part of the "Cleaning Our Lagoon Program." The project included installing a 24' x 30' x 12' deep baffle box structure, 7" x 5" box culvert, corresponding endwalls and canal revetment.

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd. Riviera Beach, FL 33404 on this 26th day of August, 2019

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated 8/26/19

Daniel Duke III – President

Hinterland Group Inc.

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8/26/19, by Daniel Duke III

Emily Meng

Notary Public

Printed Name: Emily Meng

My Commission Expires: 07/19/2022

EMILY MENG
State of Florida-Notary Public
Commission # GG 240228
My Commission Expires
July 19, 2022

State of Florida
Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 2, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of March, 2020

Secretary of State

Tracking Number: 4322292258CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number	P06000086423
FEI/EIN Number	20-5156844
Date Filed	06/26/2006
State	FL
Status	ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2019	02/01/2019
2019	02/13/2019
2020	03/02/2020

Document Images

03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

E-Verify

Welcome
Brenda Barrivaldi

MENU

Company Information

Company Name
Hinterland Group, Inc.

Company ID Number
1579646

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
2051 W Blue Heron Blvd

Address 2
--

City
Riviera Beach

State
FL

Zip Code
33404

County
PALM BEACH

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
205156844

Total Number of Employees
100 to 499

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 08/24/2020 08:24 AM

U.S. Department of Homeland Security

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Travelers Property Casualty Company of Amer	25674
INSURER C : American Guarantee & Liability Insurance Co.	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [x] OCCUR X XCU Coverage Included X Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	x	x	GLO 4956332-01	01/31/2021	01/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	x	x	BAP 4956334-01	01/31/2021	01/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	x UMBRELLA LIAB [x] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			ZUP81N2525921	01/31/2021	01/31/2022	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	WC 4956333-01	01/31/2021	01/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			CPP667426001	01/31/2021	01/31/2022	Installation Floater Rented/Leased Equi	$2,000,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Certificate Holder is as an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. Coverage is primary/noncontributory when required by written contract agreement.

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY

,

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <JNL>

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THE HARTFORD

Orlando Regional Bond Department

September 2, 2021

RE: Hinterland Group, Inc.

To Whom It May Concern:

The Hartford, through its operating entities, will favorably consider surety bonds to Hinterland Group, Inc. for projects up to $20,000,000 single and $100,000,000 aggregate. Our experience with Hinterland Group, Inc. has been excellent, and we highly recommend them to you.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Hinterland Group, Inc. and Hartford Accident and Indemnity Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Hartford Accident and Indemnity Company is licensed and qualified to operate in the State of Florida and listed with the U.S. Department of Treasury Federal Register with an underwriting limitation of $219,310,000, and has an AM Best Rating of A+.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

Timothy M. Holicky
The Hartford

P.O. Box 958461
Lake Mary, FL 32795
Toll Free 800 824 1732
Facsimile 877 536 9102

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B20.531621 - 07/14/20	$99.00	B40171103

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2018108321
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2446

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B20.531569 - 07/14/20	$99.00	B40156237

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2015082364
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2445

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	DUKE DANIEL AMOS III	CUC1224634	B20.531393 - 07/14/20	$27.50	B40140406

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201139576
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2443

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 8, 2021

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due **4/30/2022**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Autry, Manager
Contracts Administration Office

AA:cg

Owned Equipent

Asset ID	Category	Type	Description	Status
543	VEHICLE	REEFER	2011 Kenworth T370	ACTIVE
542	VEHICLE	VAN	2007 CHEVY VAN	ACTIVE
541	VEHICLE	VAN	2011 GMC VAN	ACTIVE
540	VEHICLE	VAN	2007 Chevy van	ACTIVE
539	VEHICLE	VAN	2014 Dodge Caravan	ACTIVE
538	TRAILER	HAULER	Forest River Trailer	ACTIVE
536	PUMP	VACUUM OIL PUMP	3" Well point pump	ACTIVE
534	EQUIPMENT	ROLLER	Leeboy roller	ACTIVE
533	TRAILER	HAULER		ACTIVE
532	EQUIPMENT	COMPACTOR	COMPACTOR	ACTIVE
531	CREW EQUIPMENT	LIGHT TOWER	Light Tower	ACTIVE
530	TRAILER	HAULER	7X14 Spartan Trailer	ACTIVE
529	VEHICLE	CAR	2007 Volvo XC70	ACTIVE
528	TRAILER	CARGO	Cargo Trailer	ACTIVE
527	VEHICLE	FLAT BED	Flat bed	ACTIVE
526	TRAILER	CARGO	Cargo Trailer	ACTIVE
525	VEHICLE	VAN	TV Truck	ACTIVE
524	TRAILER	PUMP	Pump	ACTIVE
523	TRAILER	PUMP	Pump	ACTIVE
522	EQUIPMENT	PUMP	Pump	ACTIVE
521	TRAILER	PUMP	Pump	ACTIVE
520	TRAILER	PUMP	Pump	ACTIVE
519	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
518	TRAILER	MIXER	Mixer	ACTIVE
517	TRAILER	GENERATOR	Generator	ACTIVE
516	TRAILER	LOW BOY	Lowboy	ACTIVE
515	VEHICLE	VAN	van	ACTIVE
514	TRAILER	PUMP	pump	ACTIVE
513	EQUIPMENT	PUMP	diaphram pump	ACTIVE
512	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
511	TRAILER	SPRAY MATE COATING	Coating Trailer	ACTIVE
509	TRAILER	DUMP	DUMP TRAILER	ACTIVE
508	TRAILER	DUMP	DUMP TRAILER	ACTIVE

507	EQUIPMENT	LOADER	Loader	ACTIVE
506	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
505	TRAILER	CARGO	Cargo Trailer	ACTIVE
504	TRAILER	CARGO	Cargo Trailer	ACTIVE
503	TRAILER	CARGO	Cargo Trailer	ACTIVE
502	VEHICLE	FLAT BED		ACTIVE
501	VEHICLE	BOILER		ACTIVE
500	EQUIPMENT	ROLLER		ACTIVE
499	EQUIPMENT	ROLLER		ACTIVE
498	EQUIPMENT	COMPACTOR		ACTIVE
497	EQUIPMENT	COMPACTOR		ACTIVE
496	VEHICLE	FLAT BED		ACTIVE
495	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
494	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
493	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
492	EQUIPMENT	LOADER		ACTIVE
491	EQUIPMENT	EXCAVATOR		ACTIVE
490	EQUIPMENT	LOADER		ACTIVE
489	EQUIPMENT	EXCAVATOR		ACTIVE
488	VEHICLE	CRANE	F-550	ACTIVE
487	VEHICLE	UTILITY	F-550	ACTIVE
486	VEHICLE	CRANE	F-350	ACTIVE
485	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
484	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
482	EQUIPMENT	SKID STEER	skid steer	ACTIVE
481	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
480	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
479	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
478	TRAILER	MESSAGE BOARD	Trailer	ACTIVE
477	TRAILER	HAULER	Trailer	ACTIVE
476	TRAILER	HAULER	Trailer	ACTIVE
475	VEHICLE	REEFER	refrigerated truck	ACTIVE
474	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
473	EQUIPMENT	SKID STEER	skid steer	ACTIVE
472	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
471	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
470	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
469	EQUIPMENT	SKID STEER	skid steer	ACTIVE

468	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
467	EQUIPMENT	MIXER		ACTIVE
466	VEHICLE	VAC		ACTIVE
465	VEHICLE	CRANE		ACTIVE
464	VEHICLE	PICKUP		ACTIVE
463	VEHICLE	PICKUP		ACTIVE
462	VEHICLE	PICKUP		ACTIVE
461	VEHICLE	PICKUP		ACTIVE
460	TRAILER	CARGO		ACTIVE
459	EQUIPMENT	SKID STEER	skid steer	ACTIVE
458	EQUIPMENT	COMPACTOR	compactor	ACTIVE
457	EQUIPMENT	COMPACTOR	compactor	ACTIVE
456	VEHICLE	TRUCK	Crew Cab	ACTIVE
455	EQUIPMENT	MAN LIFT	Man Lift	ACTIVE
454	EQUIPMENT	MAN LIFT	Man lift	ACTIVE
453	TRAILER	PUMP	Electric Bypass Pump	ACTIVE
452	TRAILER	ARROW BOARD	Arrow Board	ACTIVE
451	TRAILER	ARROW BOARD		ACTIVE
450	EQUIPMENT	FORKLIFT	YALE	ACTIVE
449	EQUIPMENT	FORKLIFT	Forklift	ACTIVE
448	EQUIPMENT	LOADER	Loader	ACTIVE
447	TRAILER	CARGO	cargo	ACTIVE
446	TRAILER	CARGO	cargo	ACTIVE
445	VEHICLE	PICKUP	Pickup	ACTIVE
444	EQUIPMENT	SAW	Street Saw	ACTIVE
443	EQUIPMENT	SAW	Street saw	ACTIVE
442	EQUIPMENT	SAW	Street saw	ACTIVE
441	EQUIPMENT	SAW	Street saw	ACTIVE
440	EQUIPMENT	TRACTOR	Tractor	ACTIVE
439	EQUIPMENT	TRACTOR	Tractor	ACTIVE
438	TRAILER	PUMP	pump	ACTIVE
437	TRAILER	HAULER	Trailer	ACTIVE
436	TRAILER	HAULER	Trailer	ACTIVE
435	VEHICLE	VAN	Vehicle	ACTIVE
434	EQUIPMENT	PUMP	Pump	ACTIVE
433	EQUIPMENT	PUMP	PUMP	ACTIVE
432	EQUIPMENT	PUMP	PUMP	ACTIVE
431	EQUIPMENT	PUMP	PUMP	ACTIVE

430	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
429	EQUIPMENT	COMPRESSOR	Air compressor	ACTIVE
423	EQUIPMENT	PUMP		ACTIVE
422	TRAILER	CARGO		ACTIVE
421	TRAILER	CARGO		ACTIVE
420	EQUIPMENT	PUMP	Dewater	ACTIVE
419	TRAILER	CARGO	14' x 7'	ACTIVE
418	EQUIPMENT	COMPACTOR	Plate compactor	ACTIVE
417	EQUIPMENT	COMPACTOR	Asphalt	ACTIVE
416	EQUIPMENT	PUMP		ACTIVE
415	VEHICLE	DUMP	Tri axle	ACTIVE
414	EQUIPMENT	PUMP		ACTIVE
413	EQUIPMENT	PUMP		ACTIVE
412	TRAILER	TANKER	Tanker	ACTIVE
411	EQUIPMENT	PUMP		ACTIVE
410	EQUIPMENT	WELDER	Welder	ACTIVE
409	TRAILER	CARGO	Forest River	ACTIVE
408	EQUIPMENT	PUMP	Hydraulic Pump	ACTIVE
407	EQUIPMENT	LIFT	Scissor Lift	ACTIVE
406	EQUIPMENT	PUMP	Elec Bypass Pump	ACTIVE
405	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
404	TRAILER	DUMP	Dump Trailer	ACTIVE
403	TRAILER	CARGO	Cutter Trailer	ACTIVE
402	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
401	EQUIPMENT	BACKHOE	Backhoe	ACTIVE
400	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
399	EQUIPMENT	SPRAY	Epoxy Spray Rig	ACTIVE
398	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
397	EQUIPMENT	GENERATOR	25KW Generator	ACTIVE
396	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
395	EQUIPMENT	GENERATOR	80KW Generator	ACTIVE
390	EQUIPMENT	SURVEYING	Surveying Equipment	ACTIVE
389	EQUIPMENT	LIGHTING	Portable Light Trailer	ACTIVE
388	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	ACTIVE
385	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
384	EQUIPMENT	EXCAVATOR	Compact Excavator	ACTIVE
383	VEHICLE	VAC	Vactor Truck	ACTIVE
382	TRAILER	LOW BOY	Low Boy	ACTIVE

380	VEHICLE	TANDEM	International Truck	ACTIVE
379	VEHICLE	BUCKET	GMC Truck	ACTIVE
378	VEHICLE	FLAT BED	GMC Truck	ACTIVE
377	VEHICLE	PICKUP	Chevy Truck	ACTIVE
376	VEHICLE	FLAT BED	GMC Truck	ACTIVE
375	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
374	EQUIPMENT	WETOUT	Wetout Assembly Equipment	ACTIVE
373	EQUIPMENT	ATTACHMENT	Telescopic Dipper	ACTIVE
372	EQUIPMENT	WETOUT	Resin Tank w/ Conveyor	ACTIVE
371	EQUIPMENT	SURVEYING	Pipe Laser	ACTIVE
370	EQUIPMENT	CIPP	Cues Truck 2	ACTIVE
369	EQUIPMENT	CIPP	Cues Truck 1	ACTIVE
368	EQUIPMENT	ATTACHMENT	Clam Shell Bucket	ACTIVE
367	EQUIPMENT	COMPUTER	CIPP Computers	ACTIVE
366	EQUIPMENT	TANKER	300 Gallon Spray Rig Attachment	ACTIVE
365	EQUIPMENT	PERSONAL	Boat Engine	ACTIVE
364	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
363	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
362	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
361	EQUIPMENT	GRADER	Volvo Motor Grader	ACTIVE
360	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
359	TRAILER	CARGO	Look Trailer	ACTIVE
358	EQUIPMENT	FORKLIFT	Toyota Forklift	ACTIVE
357	TRAILER	HAULER	Tilt Trailer	ACTIVE
356	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
355	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
354	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
353	EQUIPMENT	PUMP	Thompson High Pressure Pump	ACTIVE
352	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
351	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
350	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
349	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
348	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
347	EQUIPMENT	PUMP	Thompson 6' Trailer Mounted Pump	ACTIVE
346	EQUIPMENT	PUMP	Thompson 6' Bypass Pump	ACTIVE
344	EQUIPMENT	PUMP	Thompson 4' Mounted Pump	ACTIVE
343	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE

341	TRAILER	HAULER	Thomas Trailer	ACTIVE
340	EQUIPMENT	PUMP	Auto Dialer Pump	ACTIVE
339	EQUIPMENT	COMPRESSOR	Compressor w/ Trailer	ACTIVE
338	VEHICLE	VAC	Sterling Vac Truck	ACTIVE
337	VEHICLE	VAC	Sterling Truck	ACTIVE
336	VEHICLE	CRANE	Sterling Crane Truck	ACTIVE
335	TRAILER	CARGO	Space Coast Trailer	ACTIVE
334	EQUIPMENT	BOAT	Ever	ACTIVE
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer	ACTIVE
332	VEHICLE	FLAT BED	Crane Flatbed	ACTIVE
331	EQUIPMENT	EXCAVATOR	Walking Excavator	ACTIVE
330	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
329	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
328	TRAILER	CARGO	Lark Trailer	ACTIVE
327	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
326	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
325	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
324	EQUIPMENT	BLASTER	KMT Aqua Blaster	ACTIVE
323	VEHICLE	VAC	Kenworth Vac Truck	ACTIVE
322	VEHICLE	BOILER	Kenworth Boiler Truck	ACTIVE
321	VEHICLE	DUMP	Kenworth Dump Truck	ACTIVE
320	TRAILER	ASPHALT	Keizer Morris Trailer w/ Asphalt Hot Box	ACTIVE
319	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
318	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
317	EQUIPMENT	SKID STEER	John Deere Skid Steer	ACTIVE
316	EQUIPMENT	MOWER	John Deere Riding Mower	ACTIVE
315	EQUIPMENT	MOWER	John Deere Mower Attachment	ACTIVE
314	EQUIPMENT	EXCAVATOR	John Deere Excavator	ACTIVE
313	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
312	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
310	EQUIPMENT	EXCAVATOR	John Deere Compact Excavator	ACTIVE
308	EQUIPMENT	ATTACHMENT	John Deere Bucket	ACTIVE
307	EQUIPMENT	ROLLER	Bomag Roller	ACTIVE
306	EQUIPMENT	MOWER	John Deere Mower	ACTIVE
305	TRAILER	HAULER	Interstate Trailer	ACTIVE
304	TRAILER	HAULER	Grey Trailer	ACTIVE
303	VEHICLE	VAC	International Vac Truck	ACTIVE
302	VEHICLE	VAC	International Vac Truck	ACTIVE

301	VEHICLE	VAC	International Vac Truck	ACTIVE
300	VEHICLE	VAC	International Vac Truck	ACTIVE
298	VEHICLE	BLASTER	International Sand Blaster Truck	ACTIVE
297	VEHICLE	REEFER	International Truck	ACTIVE
296	VEHICLE	REEFER	International Truck	ACTIVE
295	VEHICLE	REEFER	International Reefer Truck	ACTIVE
292	VEHICLE	BOX	International Box Truck	ACTIVE
291	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
290	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor	ACTIVE
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor	ACTIVE
287	VEHICLE	BOX	International Chassis	ACTIVE
286	VEHICLE	UTILITY	Horton Truck Crane	ACTIVE
285	EQUIPMENT	BLASTER	Power Washer Trailer	ACTIVE
284	TRAILER	HAULER	Homemade Trailer	ACTIVE
283	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
282	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
281	TRAILER	HAULER	Hardee Built Trailer	ACTIVE
280	EQUIPMENT	PUMP	Gorman Pump	ACTIVE
279	VEHICLE	VAN	GMC Van	ACTIVE
278	VEHICLE	VAN	GMC Van	ACTIVE
277	VEHICLE	UTILITY	GMC Truck w/ Crane	ACTIVE
276	VEHICLE	FLAT BED	GMC Truck	ACTIVE
275	VEHICLE	FLAT BED	GMC Truck	ACTIVE
274	VEHICLE	PICKUP	GMC Truck	ACTIVE
272	VEHICLE	VAN	GMC Truck	ACTIVE
271	VEHICLE	UTILITY	GMC Service Truck	ACTIVE
270	VEHICLE	FLAT BED	GMC Pickup Truck	ACTIVE
269	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
268	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
264	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
262	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
260	VEHICLE	VAN	GMC Cargo Van	ACTIVE
259	EQUIPMENT	LIFT	Genie Personal Lift	ACTIVE
258	TRAILER	CARGO	FRRV Trailer	ACTIVE
257	VEHICLE	TANDEM	Freightliner	ACTIVE
256	VEHICLE	BOX	Freightliner	ACTIVE
255	VEHICLE	TANKER	Freightliner	ACTIVE

254	VEHICLE	TANKER	Freightliner	ACTIVE
253	VEHICLE	TANKER	Freightliner	ACTIVE
250	VEHICLE	UTILITY	Ford Truck	ACTIVE
249	VEHICLE	UTILITY	Ford Truck	ACTIVE
248	VEHICLE	PICKUP	Ford Truck	ACTIVE
245	VEHICLE	UTILITY	Ford Truck	ACTIVE
242	VEHICLE	PICKUP	Ford Pickup Truck	ACTIVE
241	VEHICLE	CAR	Ford Fusion	ACTIVE
239	VEHICLE	BOILER	Ford Tandem	ACTIVE
238	EQUIPMENT	ATTACHMENT	FFC Tree Boom	ACTIVE
237	TRAILER	OFFICE	Dutchman Trailer	ACTIVE
236	TRAILER	HAULER	Draggin Trailer	ACTIVE
235	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
234	VEHICLE	VAN	Dodge Van	ACTIVE
233	VEHICLE	UTILITY	Dodge Truck	ACTIVE
232	TRAILER	HAULER	Crosley Trailer	ACTIVE
231	TRAILER	HAULER	Crosley Trailer	ACTIVE
230	TRAILER	HAULER	Crosley Dual Axle Trailer	ACTIVE
229	TRAILER	PERSONAL	Jet Ski Trailer	ACTIVE
228	EQUIPMENT	FORKLIFT	Clark Forklift	ACTIVE
226	VEHICLE	PICKUP	Chevy Truck	ACTIVE
222	VEHICLE	FLAT BED	Chevy Pickup Truck	ACTIVE
219	TRAILER	HAULER	Center Trailer	ACTIVE
218	EQUIPMENT	EXCAVATOR	Caterpillar Mini Excavator	ACTIVE
217	EQUIPMENT	LULL	Caterpillar Forklift	ACTIVE
216	EQUIPMENT	EXCAVATOR	Caterpillar Excavator	ACTIVE
215	EQUIPMENT	EXCAVATOR	Caterpillar Excavator 328D	ACTIVE
214	EQUIPMENT	SKID STEER	Track Skid Loader	ACTIVE
213	EQUIPMENT	TERRAIN	Golf Cart	ACTIVE
211	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
210	EQUIPMENT	COMPACTOR	Bomag Reversible Plate Tamper	ACTIVE
209	EQUIPMENT	SKID STEER	Bobcat Skid Steer Loader	ACTIVE
208	EQUIPMENT	EXCAVATOR	Bobcat Mini Excavator	ACTIVE
207	EQUIPMENT	EXCAVATOR	Bobcat Compact Excavator	ACTIVE
206	TRAILER	HAULER	Blastoff Trailer	ACTIVE
205	TRAILER	HAULER	Better Built Trailer	ACTIVE
204	EQUIPMENT	ASPHALT	John Deere Asphalt Zipper on Trailer	ACTIVE
203	TRAILER	HAULER	Sand Blaster	ACTIVE

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS 8220 Gravity Sewer Pipe	To install specialized 18" liner to fit the existing 20" casting prior to replacing the existing 8" gravity sewer main	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 99,715.53	Mar-18	Aug-18
Wellfield System 9	Rehabilitation of gravity sewer line segments in lift station networks and various terminal manhole to wet well segments, includes inspections and applicable required rehab	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,880,369.37	May-18	May-19
Lift Station 244 Gravity Sewer Rehab Project	rehabilitation of gravity sewer line segments in the following lift station networks	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 30,088.75	Sep-18	Feb-19
LS4101	Construction services including rehabilitation fo gravity sewer lining inside lift station network; lift station 244	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,062,018.68	Feb-19	Feb-20
Mangole and Gravity Sewer Pipe Repair in Front of 6185 Winding Brooke Way, Delray Beach	Approval of utility work authorized under Work Directive Number 1 to front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site Wastewater Lines and Manhole Rehabilitation issued on May 21, 2019 to furnish and install all materials necessary to repair/rehabilitate an existing manhole and 8" gravity pipe in front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site restoration in accordance with the governing regulations.	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6247	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 83,082.53	Aug-19	Sep-19
MLK Blvd Water and Force Main Replacement	Replacing water and force main piping under Dr Martin Luther King Jr Blvd using directional drilling methods and tying back in to the existing mains on either side of the road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 324,736.43	Aug-17	Nov-17
Colony Water Main Extension South	Installation of approximately 760 LF of 8" water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 113,277.28	Apr-17	Jun-17
Gator Blvd Water Main	Furnish and install all materials for a 12" water main extension on Gator Blvd from E Sugarhouse Rd. to Duda Rd.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 792,003.03	Nov-17	Apr-18
Emergency Repair at E 1st Street	Emergency repair of 6' water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 88,720.93	Jul-17	Feb-17
Military Trail Appaloosa St. to Wadita-Ka Way Water Main Replacement	furnish and install all materials necessary to complete the 8in Water Main Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 108,234.78	Sep-17	Mar-18
Priority Aerial Canal Crossing	(4) aerial canal crossing to be rehabilitated include: Two (2) crossings, 12-inch water main and 20-inch wastewater force main at Lake Worth Drainage District (LWDD) L14 Canal and Ohio Road, two (2) crossings, 8-inch water main and 10-inch wastewater force main at LWDD L-10 Canal and Sherwood Forest Boulevard, two (2) crossings at LWDD L14 Canal and Military Trail, and one (1) crossing at LWDD L2 Canal and Bridgeman Drive	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 765,220.20	Jan-18	May-18
Belle Glade Water Svs Zone 1	Installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater force mains, reclaimed water mains and all associated appurtenances.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,389,257.38	Feb-18	Apr-19
Water Main Improvements Site 8 - North Congress Ave and L2 Canal	Installation of approximately 140' of DIP water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 54,503.10	Aug-17	Nov-17
Pahokee PBC Airport & PEEHokey	Furnish and install all materials necessary to complete the FH Replacement at Pahokee PCB Airport & PEE Hokey Dr FH Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 88,716.40	Dec-17	May-18
Lift Station #8105	Force Main Improvements to Lift Station 8105 Project (Project) which includes but is not limited to furnish material, labor supervision, equipment, supplies, fees, expertise, and services necessary to fully complete work in accordance with the Construction Documents and governing regulations. This work includes constructing approximately 350-linear feet of 6-inch poly vinyl chloride (PVC) force main from lift station 8105 by heading east through the City of Belle Glades Right of Way (ROW), north to Avenue L through an existing easement, and west to a proposed man hole.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 143,976.17	Mar-18	Aug-18
CD01- Water Main Improvements Zones 2,3 & 4	The construction scope of services as described herein; which includes approximately 5,500 LF of new C-900 and DIP water main in varying sizes from 4" to 12" with values, associated appurtenances and site restoration.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,264,998.80	Jan-19	Aug-19
Water Main Stubouts and Fire Hydrant Installations along 60th Pl N (10th Ave to 180th Ave N.)	Installation of various stub outs and fire hydrants on the water main along a maintenance road on the north side of M Canal, 61st St. N, 60th Pl N and 180th Ave N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 401,253.98	Oct-19	
Installation of Water Services Along 60th PL N and 61st St N	Installation of two stub outs with fire hydrants and water services along 60th PL N and 61st St N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 43,130.30	Aug-19	Sep-19
Fire Hydrant Relocation on Chickasaw Rd	Furnish and installation of new fire hydrant and appurtenances includes but not limited to piping valves and site restoration on Chickasaw Road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 33,885.03	May-19	Jun-19
Barfield Highway from Pelican River to East 7th St. Pahokee; Water Main Replacement	Installation of approximately 1,300 linear feet of 8-inch water main via directional drill and open cut method, seven (7) water services and miscellaneous stub outs and connections along East 7th St in Pahokee.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 262,482.02	Oct-19	Apr-20
Priority Aerial Canal Crossing, Phase 2	Improvements to aerial crossings at eight (8) locations throughout Palm Beach County. Improvements at seven locations will include removal and replacement of water main and force main piping of various sizes pipe cap restoration, air release valves, fan guards, canal bank revetment and rip rap installation. One location will receive a new complete aerial crossing with new piling and pile caps.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,819,104.20	Oct-18	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Water Main Replacement within Sandpiper Avenue, Meadowlark Drive and Oriole Court	Construction services including but not limited to replacement of approximately 7,600 linear feet of existing 6-inch and 8-inch water main along Sandpiper Avenue, Meadowlark Drive and Oriole Court (Royal Palm Beach); replacement of approximately 169 water services; installation of new fire hydrants and improvement of fire protection, as well as site restoration	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,754,414.58	Jan-20	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services including but not limited to relocation of approximately 360 linear feet of existing 4-inch and 6-inch water main along NE 1st St. and NW 2nd St. in Belle Glade; relocation of approximately 10 water services in conflict with the sidewalk improvements project proposed by the City of Belle Glade	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 160,937.95	Aug-19	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services for the installation of water main, water services and water meters. Service also includes new water service pipe to connect to the existing water meter, the replacement of sewer later piping, and the relocation of existing water main ranging in size from 2-inch to 6-inch	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 625,761.75	Oct-19	
Loxahatchee Groves Park Lit Station and Force Main	The installation of approximately 170 liner feet of 4-inch force main via directional drill under the west-bound lanes of Southern Blvd (SR 80), west of F Road. The FDOT is working on the widening of Southern Blvd and the pipe installation within the road ROW must be finished before the road widening can be completed. The installation of the force main pipe is necessary for the connection to the existing building in the Loxahatchee Groves Park. The work also includes the connection to an existing 6-inch force main under the median.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,824.55	Oct-19	
Utility Relocations along Hamlin Blvd; Indian Trail Culvert Improvements	The deflection of an existing 12-inch water main and an 8-inch force main in conflict with a new 36" culvert at 4 (4) different Locations along Hamlin Blvd. Indian Trail Improvements District is upsizing and lowering the existing canal culverts & lowering prior the culvert installation in order to avoid a utility conflict with the District project.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 242,699.20	NTP Pending	
12-inch Force Main on Sandalfood Blvd	Installation of approximately 1,000 linear feet of 12-inch force main along the north side of Sandalfoot, from LWDD Canal E-1 to east of SW 66th Ave, Boca Raton. The new force main will parallel and existing 8-inch force main is over capacity, especially in wet weather connecting an existing force on the east side of LWDD Canal E-1 canal crossing and force main north of Lift Station #0981	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 238,215.60	NTP Pending	
Florida Turnpike (SR91) at Atlantic Ave. Toll Facility Conversion	The removal of approximately 600 LF of existing 4-inch sanitary forcee main, 400 LF of 6-inch Ductile Iron Pipe (DIP) water main, and 500 linear feet of 8-inch water main. The removal of two (2) fire hydrants, one (1) 1-1/2 inch water meter and two (2) back flow preventers. The relocation of one (1) fire hydrant	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 165,091.88	NTP Pending	
System II/III Generator	Remove and replace Plant's existing 750 KW rated Detroit Diesel engine generator set No. 2 currently being utilized in a standby paralleling generator system at the Plant operating in parallel with an existing Caterpillar manufactured 750 KW standby power rated engine generator set. Remove and replace the Plant's existing ASCO generator synchronizing and paralleling control switchboard with a new two (2) generator synchronizing and paralleling control switchgear system that shall be control designed to operate each generator set independently of each other and to also be able to automatically start, synchronize and parallel both the new and the existing 750 KW diesel engine generator sets upon start initiation of an automatic sequence for both automatic and manual use for the transfer of electrical power to the connected Facility loads, including all related systems and accessories for a complete working installation in place. Test and demonstrate all equipment performs properly	Town of Davie	Don Bayler	(954) 327-3741	don_bayler@davie-fl.gov	6591 Orange Drive, Davie, Florida, 33314	$ 1,011,686.85	Apr-18	Jul-19
Lift Station No. 83 Lift Station Improvements & LS #10 Electrical Improvements	Bypass of all flow to wet well, inspection of pipeline and cleaning to determine if line able, replacement of 16" piping if it cannot be lined	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 291,070.00	Feb-16	Jul-16
Lift Station 73 Palm Beach Lakes Blvd 8" Force Main Rehab	Bypass of all flow during sanitary sewer pipe repair, cleaning/lining of approximately 460 LF of 8" Sanitary Force Main Sewer Piping w/ Connections; restoration of roadway, curb and sod	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 125,678.00	Feb-16	Jul-16
Lift Station #5 Rehab	install concrete coating on interior wall surfaces and overhead slabs exposed to wastewater	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 270,342.00	Jan-18	On Going
Dry Can Ladder Rehabilitation/Replacement	Removal and replacement of the dry can ladders, up to 20 feet in height, at four dry can stations throughout the city. Installation of anti slip ladder rung covers at eight dry can lift stations to prevent slipping and injury on existing ladders which cannot be replaced.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 27,190.00	Aug-17	Jan-18
Lift Station 5 Rehabilitation and risers	Add 8' HDPE Risers (3) with new pump base to 14' HDPE/DIP Flange adapters	City of West Palm Beach	Jay Kwag	(561) 822-2100	Ebonelli@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 22,251.00	Sep-17	Jan-18
WO#7 - Lift Station 24 Rehab	Rehab of LS# 24 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 77,461.00	Nov-17	Mar-18
Lift Station 91 Rehabilitation	Rehab of LS# 91 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 47,295.00	Feb-18	Jun-18
Storm Pump Station - WPBPD	Replacement of 3 pumps in existing pump station	City of West Palm Beach	Joe Thompson	(561) 822-2100	jthompson@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 62,283.00	Aug-18	On Going
WO #10 - LS 98 Rehab	Rehab of LS# 98 from the base plates through the FM connection, including a new true 3 valve bypass setup and wet well and valve vault coating	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 63,444.00	May-18	Sep-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS Nos. 114-123-125-132-148	Lift Stations Rehabilitations Nos. 114,123,125,132, AND 148 Rehabilitation of lift 5 lift stations. cleaned and lined, new fillets will be installed, a new lid and hatch will be installed, and two new submersible pumps will be installed in each of the wet wells, along with new electrical and instrumentation panels and equipment. The pump discharge will be piped to a new valve and bypass vault and connected to the existing sanitary sewer force main. Additionally, new fences and other surface improvements will be provided at all lift stations	City of Sunrise	Jimsheng Huo	(954) 888-6049	jhuo@sunrisefl.gov	1560 Sawgrass Corporate Parkway, Ste 240, Sunrise, FL 33323	$ 2,385,880.00	Aug-18	On Going
Lift Station Rehabilitation A	Lift Station Rehabilitation; install the polyvinyl chloride (PVC) sewer pipe and fittings install, complete and ready for operation a duplex (or quadraplex) pumping station, including pumps, base elbows, guide rails and lifting cables, control panels and appurtenances	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 5,051,500.00	Jan-18	On Going
Generator Replacement	Generator Replacement for Marigold, East brook, Winterpark Estates, Indian Hills And Monterey	South Seminole & North Orange County Wastewater Transmission Authority	Stefano Cerliana	(407) 628-3419	sceriana@reisseng.com	410 Lake Howell Rd. Maitland, FL 32751	$ 1,365,900.00	Aug-17	Sep-17
915 NE 3rd Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 361,515.00	Feb-18	Jun-18
3318 SE 6th Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 255,889.00	Nov-17	Mar-18
NE 30th & Coral Shores Drive	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 92,640.00	Jan-18	Feb-18
NW 21st Avenue - CCTV 54 inch	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 54,102.50	Apr-18	May-18
Birch Road TO#5	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 58,504.00	Jun-18	Jun-18
NE 9th Ave Drainage	Installation of new storm drainage system.	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 210,640.00	May-18	On Going
Stormwater Improvements at 908 Guava Isle (Q332093)	Removal and replacement of two catch basins, pipe replacement and pipe lining at 908 Guava Isla in order to alleviate flooding in the area. Construction to be completed 7 weeks after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 95,750.00	Jul-19	Mar-19
18 Compass Lane Stormwater Improvements	Removal and Replacement of and existing catch basin, replacement of approximately 42 LF of 12-inch RCP, CCTV of the full 12-inch RCP line, and all restoration. Construction to be completed 120 days after NTP	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 27,926.00	Feb-19	Jun-19
Stormwater Improvements - 3200 NE 29 Street	Removal and replacement of a catch basin, 35 LF of 12-inch pipe, rehabilitation of an existing structure, CCTV lining of outfall and installation of wastop check valve construction is to be completed 90 days after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 61,142.00	Apr-19	Jun-19
Stormwater Drainage Improvements Employee Parking at Fleet SW 2 Ct, Ft Lauderdale, FL	Remove and Replace 15" pipe between Inlet #3 and MH #2, remove tree and root ball and remove and Replace 10 LF of 15" pipe between Inlet #1 and Inlet #2. Work to be complete within 90 days of issuance of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 19,655.00	Apr-19	Jul-19
Stormwater Improvements for 11906 NE 33 Avenue and NE 34th Street	Removal and replacement of one existing drainage inlet and 22 LF of existing 18-inch reinforced concrete pipe. Work Completed within 90 days after NTP	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 23,405.00	Aug-19	
630 Isle of Palms Stormwater Operations Project	Removal of existing 12-inch drainage pipe and replacement with new solid 12-inch ADS drainage pipe, 2-45-inch bends and connection to existing pipe and box, and al restoration. Work to be completed within 90 days of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 13,340.00	Aug-19	
SW 21st Terrace Drainage Improvements	Regular Excavation and grading to form swale along NW 21st Terrace. Installation of 8 drainage catch basins and 15" RCP to connect the boxes. All roadway removal and restoration included. Construction will be complete within 120 days of NTP	City of Fort Lauderdale	Dronix Suarez	(954) 828-6982	dsauarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 227,990.00	Oct-19	
Hector Park Stormwater Improvement Project	Installation of new drainage structures and exfiltration trench to reduce nuisance flooding in and around Hector Park in the Rio Vista Neighborhood. The works is to be completed within 210 days of NTP	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 536,240.00	Oct-19	
Parking Lot Storm Drain Cleanout Phase 1	Cleaning, desilting and CCTV of the existing Storm Drainage Pipe. Construction will be completed within 30 days of NTP	City of Fort Lauderdale	Shiau Ching Low	(954) 828-3779		100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 2,400.00	Sep-19	
NE 31st Avenue Stormwater Improvements	Installation of new catch basins and tidal valves on NE 31st Ave and NE 20th Ct.	City of Fort Lauderdale	Francisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 1,125,000.00	Nov-19	
11906 - 1405 SW 9th Avenue Drainage Improvements	CCTV and Cleaning of Existing outfall pipe to determine condition of pipe. Remove and replace pipe as required and then line the entire run of pipe. Includes tree, fence and other miscellaneous landscape removal and replacement.	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@forlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 1,625,000.00	NTP Pending	
E5U37 - Drainage Repair	Desilting of pipes, providing color video before and after improvements, sealing joints with internal joint seals and lining storm drains on various State Roads	Orange & Seminole	Eric Plantier	(407) 482-7847		N Franklin Street Suite 1400, Tampa, FL 33602	$ 306,580.00	Nov-17	Jan-17
PBC Lift Station Cleaning	Cleaning and disposal of 250 lift stations per year; cleaned twice per year for 500 cleanings per year	Palm Beach County	Marva Brown	(561) 616-6800	mbrown@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 259,400.00	Nov-17	Nov-18
Meadow Croft CIPP	Sanitary Sewer Main lining of 642 LF of 10" CIPP	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 20,544.00	Mar-18	Apr-18
WO #14 537 Toccoa Road 16" & 24"	Remove and replace existing 36 LF of 16" and 80 LF of 24" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 26,045.81	Oct-17	Nov-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO # 15 726 Connestee Road	Remove and replace existing 36 LF of 16" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade. Asphalt by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 27,123.48	Dec-17	Jan-18
WO #23 Military Trail S of Lantana Road Kokomo Dr.	Drainage improvements and installation per project scope and drawling's	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,138.09	Nov-17	Aug-17
WO #24 Military Trail/Southbound at Kokomo - South	Remove and Replace approximately 30 LF of CMP with RCP across residential roadway.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 57,599.73	Dec-17	Apr-18
WO #25 Center St/200' East of Loxahatchee River Road CIPP	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 41,838.00	Dec-17	Apr-18
WO #26 Center Street West of N Hepburn Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 53,198.00	Nov-17	May-18
WO #27 Brian Way N of Saxon Blvd	Remove and Replace approximately 100 LF of CMP with 30" ADS across the roadway. Total road closure needed. Final restoration by others. No canal grading or reshaping included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 69,300.00	Nov-17	Jan-18
WO #28 1069 Edgehill Road	Remove and replace approximately 40 LF Approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,700.00	Apr-18	Jun-18
WO #29 Flamango Lake Dr/Flamango Ct. E and Flamango Ct. W	Remove and replace approximately 240 LF approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 97,300.00	Jan-18	May-18
WO #30 Limestone Creek Road and Palm Garden St.	Perform rehabilitation to designated storm drain junction box and asphalt patch.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 30,825.00	Apr-18	May-18
WO #31 Military Trail and 61st St	Perform necessary repairs to existing abandoned storm line and/or pipe crossing	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 46,600.00	Feb-18	Jun-18
WO #32 Lawrence Rd at LWDD L-17 Canal	Drainage Improvements and Headwall Installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 579,835.19	Jun-18	Oct-18
WO#33 3261 Atlantic Rd	Drainage improvements installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 48,300.00	Apr-18	Jun-18
19598 Trails End Ter	Remove and Replace approximately 300 LF approx. of CMP with 18"ADS at two different locations	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 72,900.00	May-18	Jun-18
WO#35 19506 Trails End Terr (#2)	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,950.00	May-18	Jun-18
WO#36 19582 Trails End Terr (#3)	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,950.00	May-18	Jun-18
WO#37 19637 ReD Maple Rd (#5)	Remove and Replace approximately 220 LF approx. of CMP with 24"ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,300.00	On Hold	On Hold
WO#39 19650 Red Maple Rd	Remove and Replace approximately 220 LF approx. of CMP with 24"ADS per scope. Limits of	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 22,975.00	May-18	Oct-18
WO #40 Loxahatchee River Road Storm Pipe Repalcement - Phase 1	Drainage Improvements Installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 216 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 79,950.00	Mar-19	Jun-19
WO #41 Loxahatchee River Road Storm Pipe Repalcement - Phase 2	Drainage improvements installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 305 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 94,800.00	Mar-19	Jun-19
WO #43 6126 Woodlake Rd - Drainage Repairs	Remove and Replace approximately 40 LF approx. of CMP with 18"ADS, remove and replace approx.. 13'x13' concrete driveway and restoration of area.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 40,500.00	May-18	Nov-18
WO #44 6633 Woodlake Rd	Remove and Replace approximately 50 LF approx. of CMP with 18"ADS, 1 new concrete structure	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 47,500.00	Sep-18	Oct-18
WO #45 Lawrence Rd @ Hypoluxo Road Drainage Improvements 66" and 24"	Drainage improvements at Hypoluxo Rd and Lawrence Rd SW corner.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 396,200.00	Aug-18	Mar-19
WO #46 Lawrence Rd at Santaluces School	Drainage improvements. Restoration by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 78,500.00	Aug-18	Nov-18
WO #47 Indiantown Road - East of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 44,350.00	Aug-18	Nov-18
WO #48 Indiantown Road - West of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 76,380.00	Aug-18	Nov-18
WO #49 6528 Woodlake Rd	Remove and Replace approximately 40 LF approx. of CMP with 18"ADS per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 33,650.00	Aug-18	Nov-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO #50 6662 Lawrence Wood Ct. - Drainage Repair	Replace 2 pipes - south 24-inch and west 12-inch pipe, brick up top 7"-8" and cut out 30'x30' asphalt repair	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 57,525.00	Oct-18	Jan-19
WO #51 East Side of 4322 Diamond Rd - Mediterranean	Remove and Replace approximately 40 LF approx. of CMP with 24"ADS , concrete collar, remove and reinstall fence, match rip rap on North side of bank, AT&T to relocate Line near fence , 10' deep excavation and restoration Rip Rap to be installed from Tip to Toe of canal, no cleaning of canal past limit of constructions.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,600.00	Oct-18	Nov-18
WO #52 6464 Woodlake Road - Drainage Repairs	Remove and Replace approximately 15 LF approx. of CMP with 24"ADS per scope and restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 26,525.00	Oct-18	Nov-18
WO #53 104 Foxwood Dr WPB Fl	Remove and Replace approximately 200 LF of CMP with 36"ADS at inlet boxes into the canal.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,000.00	Jan-19	Feb-19
WO #54 Willow Pond Road @ Willow Pond Court - Drainage Repairs	Remove and Replace approximately 212 LF of CMP with 18" HDPE per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 94,900.00	Jan-19	Jun-19
WO #55 Pinehurst Drive and 10th Avenue North	Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 24" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 39,155.00	Jan-19	Feb-19
WO #56 Center and 52nd Way, Jupiter	TV line from basin to basin. Include clean and Pre tv inspection. TV will be delivered to PBC after completion of Pre Tv. Additional work may follow after inspection of pipe under Center St.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 9,100.00	Feb-19	Mar-19
WO #57 Toney Penna Drive & Central Boulevard	Remove and Replace approximately 1-2 joints of pipe. Explore excavation at sink hole and repair as directed by inspector onsite.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 4,470.00	Jun-19	Jun-19
WO #58 Toney Penna Dr. & Bush Rd.	Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Install new R&C at MH and properly seal with concrete and Refratta inside of MH. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 21,600.00	Feb-19	Feb-19
WO #59 Kingston Drive Drainage Pipe and Headwall Repairs	Drainage Improvements and Installation per project scope. 2 shots of Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. Does not include Canal Dredging	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,850.00	Apr-19	Jun-19
WO #60 Central B;vd from Jupiter Park Drive to 100' south of Toney Penna Drive	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 605,000.00	Jul-19	Aug-19
WO #61 7479 Central Industrial Drive @ Byron Drive	Excavate area 9' Deep / 42" pipe failure, pour concrete 48" collar on first joint to the North.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 7,832.56	Jul-19	Jul-19
WO #62Orchard Way and Woodbine Road	Cipp Lining 24" and 36" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. Replacement of 2 grates and Refratta both boxes, fill dirt around sink hole, compaction and concrete sidewalk replacement.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 69,681.00	May-19	Jun-19
WO #63 Davis Rd. & Berkshire	Remove and Replace approximately 45 LF of RCP with 18"ADS. Asphalt and site restoration included. (Existing pipe has separated and sinkhole is appearing in the road)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,125.00	Jul-19	Jul-19
WO #64 155th Pl and 70th Trail (Palm Beach County Estates)	Remove and Replace approximately 60 LF approx. of CMP with 18"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 32,275.00	Aug-19	Aug-19
WO #65 904 Flamango Dr	Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 18" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 37,025.00	Jul-19	Sep-19
WO #66 Jog Rd Shoppes of Woolbright	Remove and Replace approximately 60 LF of collapsed pipe and install new 18"RCP. Remove and haul away approx.. 17 flags of concrete sidewalk and approx. 5' of curb on either side of each box. Dewater included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 35,875.00	Jun-19	Jul-19
WO #68 Orleans Ct - South of Belvedere Road and West of Military Trail Emergency 24" ADS	Remove and Replace approximately 24 LF of CMP with 24" ADS and pour concrete collar at both pipe connection. This pipe was in need to be removed due to leaking joints and emergency job with PBCWUD while doing a sewer repair under this storm pipe.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 9,800.00	Aug-19	Oct-19
WO #69 Lox River Rd	Excavate approximately 50 LF of existing ADS and pour two concrete collars around Bell end of pipe to eliminate pipe from floating. Including pipe excavation, compaction, asphalt, and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 16,500.00	Sep-19	Oct-19
WO #70 5718 Souchak Dr Headwall repair	Remove and Replace approximately 20 LF of CMP with 24" ADS from broken pipe to headwall. Pour concrete collar at pipe connection. Existing Headwall is to remain. Camera existing line after pipe replacement to assess the condition from Box on Souchek to Headwall. Rock rubble around headwall 5' each side of Bank. No dredging of canal included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 28,800.00	Oct-19	
WO #71 Congress Ave N of Blue Heron on W 26th St. west side of road	Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Properly seal with chemical grout or concrete. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 26,400.00	Oct-19	
WO #73 Foxwood Circle	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 79,504.00	Oct-19	
WO #74 Roebuck Rd and Rocking Horse Rd	Drainage Improvements and Installation per project scope. Includes 1 Top Removal and cutting of RCP pipe in the North box. Cipp Lining 21"x14 elliptical, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 39,575.00	Oct-19	
Charleston Shores blvd South of Lauden	Remove and Replace approximately 60 LF approx. of CMP with 24"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,775.00	Dec-19	
Charleston Shores blvd South of Heathley	Remove and Replace approximately 60 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 43,775.00	Dec-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
4354 Maleleuca	excavate to affected area and pour concrete collar over broken pipe, replavement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 28,500.00	Dec-19	
Maleleuca and Dell	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 29,625.00	Dec-19	
Lantana and Military Trail. (S.E. Corner)	Excavate two affected areas of 72" drainage failure, SE corner of intersection and other just east of Military Trl on East bound lane, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. Refratta box at intersection after pipe is repaired. No striping of road or PBC permits required.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 71,830.00	Dec-19	
10087 Trailwood	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 58,996.60	Dec-19	
6867 Hatteras Dr	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 33,850.00	Feb-20	
6663 Hatteras DR	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 33,850.00	Feb-20	
4679 Brooks Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 54,639.58	Jan-20	
Maleleuca and Letho Ln	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 32,450.00	Jan-20	
Maleleuca and 40th s (West and East of 40th)	Excavate to two affected areas, West and East of 40th way, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 56,900.00	Jan-20	
Balmoral Blvd.	Drainage improvements including the removal of broken CMP and installation of new ADS joints at each end of the canal. Installation of rip rap around new pipe. Pipe Cleaning, Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 95,636.45	Jan-20	
3861 Barkis Ave.	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 55,784.15	Jan-20	
Lift Stations Rehab - Proj B	Rehabilitation of 28 lift stations	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,221,409.50	Aug-18	On Going
Palm Beach Lakes Blvd Sewer Lining	The Services and materials to be provided under this Work Order consist of cleaning, CCTV and C.I.P.P. lining of existing 8" VCP pipe, 1,415 LF	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 124,929.00	Dec-15	
Rosemary Ave Large Dia. Sewer Pipe Lining	Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2040 LF of 30" sanitary Sewer piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 281,475.00	Feb-16	
Shenandoah Emergency CIPP	Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2090 LF of 8" and 18" of sanitary and sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 161,125.00	Completed in 2016	
Congress & Australian	Cleaning/Lining of approximately 400 LF of 8" and 304 LF of 36" Sanitary Sewer Piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 70,935.00	Aug-16	May-18
Spruce Avenue -WO# 04	Cleaning/Lining of approximately 4,079 LF of 18"-36" Storm Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 290,385.00	Jan-18	May-18
Avila & Grandview & Park WO#5	Cleaning/CCTV of approximately 2,468 LF of 8"-30", CIPP of approximately 2,468 LF of Sanitary Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 280,183.00	Jul-18	Nov-18
Sanitary Sewer Storm Pilot-WO#	Provide new water service connections to the parcels included in the pilot project	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 56,004.25	Jun-18	Aug-18
Spruce Ave-47th and 53rd WO#8	Cleaning/CCTV of approximately 436 LF of 18"-24", CIPP approximately 436 LF of storm sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 36,920.00	Jul-18	Oct-18
Henrietta Avenue Phase I CIPP Lining	Cleaning/CCTV of approximately 348 LF of 10", CIPP of approximately 348 LF of Sanitary Sewer Piping on N. Flagler & 23rd Street	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 13,766.00	Oct-18	Jan-19
Henrietta ave. Phase 2 Sanitary Sewer (9th St. to PBL Blvd.)	8-inch CIPP Lining with lateral lining CCTV & cleaning	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 97,298.00	Aug-19	Sep-19
Sophia Drive Phase 1 CIPP Lining	Cleaning/CCTV of approximately 430 LF of 8-inch, CIPP of approximately 4350 LF Sanitary sewer piping on Sophia drive, Cleaning/CIPP/CCTV of 4-inch - 6-inch lateral from 8"-12" main including first 3 LF of lateral, CIPP lining of 4"-6" laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 81,890.00	Sep-19	
Gaines Park Sanitary Sewer & Water	Install new sanitary cleanout, two manholes, 62 LF of 6" PVC piping and relocate water Lines as needed	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 49,390.00	Feb-15	Apr-15
PCCP Force Main Assessment	Installation of Line Stop equipment on 24" FM, Installation of Tapping saddle and valve on the 24" main for pipe diver insertion,	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 183,843.15	Jun-15	Aug-15
20-inch WM Valve Removal - Georgia Ave at Hampton Road	Bypass of all flow during sanitary pipe repair. Cleaning/Lining of approximately 2,090 LF of 8" and 18" Sanitary Sewer Piping associated laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 72,216.52	Jul-15	Aug-15

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Palm Beach Lakes Force Main; Emergency	Repair of force main	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 111,054.00	Aug-15	Aug-15
Shenandoah Emergency Gravity Sewer Repair	Replacement of 60 LF of 24" PVC pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 386,630.00	Feb-16	Mar-16
Executive Drive Outfall Repair	Replacement of pipe, including slip lining of section of existing CMP	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 265,839.00	Sep-16	Feb-17
16th St Storm Water Drainage Replacement	Removal of existing VCP Pipe, installation of new RCP pipe, Installation of 2 9.5' deep mainline manholes, installation of 4 9.5' deep storm water curb inlets	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 180,580.00	Apr-17	Jul-17
16th St Water Main	Removal and replacement of approximately 440 LF of 8" water main, including all fittings and all necessary connections	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 239,070.00	May-17	Sep-17
Pinewood Stormwater Replace	Replacement of storm sewer pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 239,070.00	Sep-17	Jul-18
10-24" FM ARV Replacements	Replacement of two ARV manholes on 24" force main.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 261,510.00	Jan-19	Jun-19
SW Rehab on Pinewood 23rd St. and 36th St.	Replacement of storm sewer pipe in different locations alone pinewood ave. in West Palm Beach	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 149,770.00	Mar-19	Nov-19
Century Village and Westgate	Inspection and rehabilitation of approximately 77,000 linear feet of gravity sewer lines and 475 manholes, Gravity sewer system services lift stations 348-352, 391, 5044, 5243 - 54 Segments of gravity sewer from terminal manhole to wet well to be lined.	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,000,651.30	Sep-17	Jul-18
Aletha Manor	18" CIPP lining & Cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 24,964.00	Mar-17	May-17
CR 218 Middleburg	Furnish & Install 24" CIPP Lining, 24" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 47,952.00	Mar-18	Aug-18
Camp Lane 1159	Furnish & Install 26" CIPP Lining, 36" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 29,298.00	Sep-19	Dec-19
CR220/Angora Bay 30" Lining	Furnish and Install 664 LF of 30" CIPP Liner	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 70,634.00	Apr-19	Jun-19
Between 3157 & 3161 Silverado Circle GCS, FL	Furnish and install 167 LF of 15-inch CIPP Lining	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 27,900.00	Jul-19	Jan-20
County Road 15A WO 171210	CIPP lining and pipe cleaning for CR 15A	Clay County	Stephen E. Koteras	904-269-6301	Stephen.Koteras@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	$ 89,700.00	Dec-19	Feb-20
Sanitary Sewer & Manholes	Repair or cure-in-place (CIP) lining of sections of gravity sewer pipes and relocation of fire hydrants and water mains	City of Clearwater	Rose Lara	(727) 224-7062	rose.lara@myClearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	$ 2,666,550.00	Feb-15	Feb-17
WUD 16-027-2017 Telemetry	WUD 16-027-2017 Telemetry	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,196,008.00	Jun-17	May-18
Palm Beach Cnty Lining 17-016	Inspection of gravity main lines and manholes. Rehabilitation of 29,971 LF of gravity main lines. Post inspection reports for all rehabilitated assets	Palm Beach County	Pollop Phonpornwithoon	(561) 493-6248	pphonpornwithoon@pcbwater.com	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 1,040,134.00	Apr-17	Sep-17
E1Q95-RO Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 97,800.00	May-17	
US 27 Sebring	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 54,433.20	Feb-18	Jul-18
Desoto, Glades, Hardee, Hendry & Highlands Counties Side Drain Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 13,041.90	Mar-19	Aug-18
E4S32-RO - NPDES MARTIN	Remove and dispose of materials and or blockage inside of a pipe, box culvert or other part of the storm drainage system to provide maximum drainage capacity of the departments storm water system	Florida Department of Transportation	Maria Velarde	(954) 777-4084	mickey.kelly@dot.state.fl.us	3400 W Commercial Blvd. Fort Lauderdale, FL 33309	$ 130,000.00	Apr-17	Feb-19
Lift Station Rehabilitation Continuing Construction Contract: Priority 1 WA# 1	provide construction services for various general activities on Lift Stations 203, 218, 325, 607, 957, 4113, 4150, 4153, 4217, 4228 including rehabilitation of piping, electrical and corrosion barrier system	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,916,423.39	Jun-15	Feb-16
Lift Station Rehabilitation Continuing Construction Contract: Priority 2 WA# 2	Rehabilitation of Lift Stations: 204, 0566, 947, 4138, 512, 575, 1060, 4106, 4136, 4152, Drexel Rd Gravity	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnette@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,877,743.48	Dec-15	Sep-16
Strategic Lift Station 8101 Electrical Improvements WA#3	Electrical upgrades to LS 8101, Inclusive of bypass pumping, new FPL service installation, removal of overhead service, installation of new ancillary junction box, separate RTU, new antenna, and quadraplex control panel to design specifications with soft starters	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 149,140.00	Mar-16	Jun-16
Lift Station Rehabilitation Priority 3	Lift station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,783,205.71	Jun-16	Apr-17

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station Rehabilitation Continuing Construction Contract (Priority #4)	Contractor shall perform the engineering Scope of Services as described herein: Lift Station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,734,155.45	Jun-16	Apr-17
Century Village Grout Abandonment	Deactivation, flush and grouting of existing pipe up to 8" maintenance of traffic; record drawings and preconstruction video	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 8,862.19	May-16	Jun-16
Gravity Sewer Pipe Replacement at Lift Station 8218	Replacement of approximately 215 LF of 8" lined pipe with new 8" PVC pipe, from manhole 13 - 14	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 62,660.00	Mar-17	Aug-17
16- Inch Reclaimed Water to Seminole Improvement District M2	modifications of piping within existing vaults	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 75,201.00	May-17	Nov-17
Electrical Improvements LS 1043	Electrical Improvements and installation of an automatic transfer switch adding a fuse disconnect and electrical service at LS 1043	Palm Beach County WUD	Vince Riccobono	(561) 493-6000	vmriccobono@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 57,197.75	Feb-18	On Going
Glades Lift Station Rehabilitation & Improvements to Lift Station 8148	Improvements to LS 8148, include valve vault demolition, new piping and valves, new pumps, control panel and appurtenances, along with site restoration and new fencing	Palm Beach County WUD	Andre McBarne□e	(561) 493-6000	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 243,713.45	Aug-18	Nov-18
Belle Glade Gravity Main Improvements on SW 5th St.	Installation of approximately 170 LF of 8" PVC gravity sewer and 2 manholes	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 75,701.33	Jun-18	Aug-18
Gravity Sewer Replacement - SW 3rd St	Replacement of approximately 250 LF of 8" clay with PVC gravity sewer piping	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 118,420.15	Jun-18	Oct-18
Water Treatment Plant 8 Sanitary Sewer Improvements - WA #13	Installation of three new manholes and rerouting of 10" gravity sewer pipe, including removal of existing gravity sewer and all restoration.	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 55,695.21	Dec-18	Feb-19
Gravity Sewer Replacement Lift Station 8116	Replacement of approximately 1,100 LF of 8" PVC gravity sewer main, including all lateral connections and replacement of all manholes, bypass pumping, asphalt roadway replacement and restoration work	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 342,028.37	Sep-18	Jun-19
Red Road Emergency Repair	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 44,362.50	Mar-18	Apr-18
SW 100th Avenue - Emergency	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 24,600.00	Apr-18	May-18
Miramar Pkwy & Sykes FM Emergency Job	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 41,800.00	Jul-18	Aug-18
10" Force main Repair on Miramar Parkway and SW 69th Way	10" Force main Repair on Miramar Parkway and SW 69th Way	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 49,950.00	Jul-18	Aug-18
8" Reuse Main Repair on Miramar Parkway and Red Road	8" Reuse Main Repair on Miramar Parkway and Red Road	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	$ 34,300.00	Jul-18	Aug-18
Homestead I & I	Wastewater collection system rehab	City of Homestead	Antonio J Torres	(305) 443-4549	Atorres@hazenandsawyer,com	450 SE 6th Avenue, Homestead, FL 33030	$ 492,050.00	Apr-18	
Coral Shores 5-Locations	Clean/CCTV & CIPP lining 6''-42'' Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 213,100.00	Nov-17	
110 39th St Ct NW	Clean/CCTV & CIPP lining 6''-42'' Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 14,640.00	Dec-17	
201 Mangellan	Clean/CCTV & CIPP lining 6''-42'' Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 11,656.25	Dec-17	
CR 675	Clean/CCTV & CIPP lining 6''-42'' Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 16,145.00	Dec-17	
Flamingo Cay	Clean/CCTV & CIPP lining 6''-42'' Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 206,225.50	Nov-18	
10104 Sandpiper Road East-Section 2	Clean/CCTV & CIPP lining 6''-42'' Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint.rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	$ 357,519.75	Jun-19	
Polk County - CIPP	CIPP Installations	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 183,125.00	Apr-17	Feb-18
8 - Locations - Polk 17-326	CIPP lining: 80 LF of 15", 1,043 LF of 18", 326 LF of 30", 182 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 251,918.00	Oct-18	
Asherwoods, Avon Park Cutoff, Birch, Lark, Longwood, Oak, Lake Lulu	CIPP lining: 715 LF of 18''; 47 LF of 24''; 45 LF of 30''; 295 LF of 36'' & 166 LF of 60'''	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 224,915.00	Oct-19	Nov-18
Lake Marion, Laynewade, The Pines, Forestgreen	CIPP Lining: 78 LF of 15''; 397 LF of 18''; 1,029 LF of 24", 970 LF of 36"; 146 LF of 42" & 120 LF of 48"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 343,885.00	Mar-19	
Hickory Stream Lane, Lakeview Dr., Sagewood Dr, Shadow Wood Ct, Pipkin, Waring Rd, Mt. Olive	CIPP lining: 85 LF of 15''; 333 LF of 18''; 55 LF of 48'' & 337 LF of 54''	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 219,200.00	Mar-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Bridgers Ave, Country Club Rd., Cresent Lake Dr., Hunters Run, Jaybee Ave, King Ave., Lazy Lake, Oak Square, Pine St., Pine Valley, Robin Rd, Ryan Rd., Split Creek, Imperial Lakes, Heather Glynn	CIPP lining: 880 LF of 18''; 1,350 LF of 24''; 505 LF of 30''; 164 LF of 36'' & 730 LF of 42''	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 523,315.00	Jul-19	
SW Infrastructure Main/Repair	Storm water infrastructure maintenance and repair services to the City's several premises and locations	Palm Beach Gardens	Daniel Widdick	(561) 804-7044	dwiddick@pbgfl.com	10500 North Military Trail, Palm Beach Gardens, FL 33410	$ 1,027,255.00	Mar-16	Mar-26
Vactor Cleaning of Wet Well	Vactor Cleaning of Wet Well	Solid Waste Authority	Mona McBride	(561) 640-4000	Mmcbride@swa.org	7501 North Jog Road, West Palm Beach, FL 33412	$ 99,621.50	Jan-16	
Pipe Lining - Charlotte 01	Light cleaning 16''-42'' Storm pipe & 16''-36'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 358,785.10	Jan-18	Mar-18
Pipe Lining - Charlotte 02	Light cleaning 16''-42'' Storm pipe & 15''-60'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 16,000.00	Feb-18	
Pipe Lining - Charlotte 03	Light cleaning 16''-42'' Storm pipe & 15''-42'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 264,042.90	Mar-18	
Pipe Lining - Charlotte 04	Light cleaning 16''-42'', Medium Cleaning, 42'' or Greater & 15''-48'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 214,205.98	Jun-18	
Pipe Lining - Charlotte 05	Pipe lining & CCTV	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 96,730.00	Feb-18	
Pipe Lining - Charlotte 06	Heavy Cleaning 30-42'' & 42'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 64,306.00	Aug-18	
Pipe Lining - Charlotte 07	Drainage pipe RV inspection and cleaning of various pipes in Gardens of Guld Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 90,000.00	Aug-18	
Pipe Lining - Charlotte 08	Light Cleaning, "16-29", & 15'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 20,112.00	Oct-18	
Pipe Lining - Charlotte 09	Medium Cleaning, 42'' or greater & 60'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 237,478.30	Oct-18	
Pipe Lining - Charlotte 10	Light Cleaning 16''-29'', Medium cleaning 30''-42'' & 15''-30'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 63,034.33	Jan-19	
Pipe Lining - Charlotte 11	15'' - 24'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 300,608.26	Jan-19	
Pipe Lining - Charlotte 12	Light cleaning 16''-42'' Storm pipe & 18''-30'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 86,124.00	Jan-19	
Pipe Lining - Charlotte 13	18'' - 30'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 123,623.00	Jan-19	
Pipe Lining - Charlotte 14	12-36'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 63,298.00	May-19	
Pipe Lining - Charlotte 15	Light cleaning 16''-29'' Storm pipe & 15''-30'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 80,085.00	Apr-19	
Pipe Lining - Charlotte 16	Light Cleaning, "16-29", Medium Cleaning, "30"-42", Heavy Cleaning-42" or Greater, 18-36'' CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 47,473.00	May-19	
Pipe Lining - Charlotte 17	Light Cleaning 16''-29', Medium Cleaning, 30-42'' or greater & 15-42'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 145,591.60	May-19	
Gardens of Gulf Cove- Englewood-FDOT SEWERS	Heavy Cleaning-42" or Greater, Frontage Pipe McCall Rd at Gardens of Gulf Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 18,500.00	Apr-19	
Pipe Lining - Charlotte 19	Medium Cleaning, 16"-29", Heavy Cleaning, "30"-42", 24''-42'' CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	$ 340,717.59	Aug-19	
Pipe Lining - Charlotte 21	PO PENDING	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	PO PENDING	PO PENDING	
Sanitary Sewer Remediation	Cleaning and internally lining the existing vitrified clay sanitary sewer gravity collection system. Cured-in Place Pipe (CIPP) system. The liner system consists of a heat-activated resin-impregnated fabric pipe system. Once cured, the CIPP system will provide a continuous rigid pipe system between manholes. Individual services are to be cut out and sealed to the main line to minimize infiltration around the connections.	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Cape Coral - PO# 46977 LS Basin 305	8-10'' pipe cleaning & 9,036 LF of 8'' & 2,090 LF of 10'' pipe lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	$ 355,750.00	Feb-18	
Cape Coral - PO# 47850	8" pipe cleaning & 3,536 LF of 8" CIPP Lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	$ 111,940.00	Apr-18	
Cape Coral - PO# 48056	8" pipe cleaning & 233 LF of 8" CIPP lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	$ 7,352.50	Apr-18	
Progresso Village Stormwater	Annual stormwater infrastructure cleaning contract	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below
Stormwater Infrastructure Cleaning and Maintenance	Disposal of Contaminated Liquids	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 31,103.00	Aug-17	
GTL Deepwell Site Stormwater System Cleaning	Cleaning of 3050 LF of 3''-30'' stormwater pipes	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 14,900.00	Feb-18	
Removal of Compacted Debris Within the Basin and Pipes	Removal of compacted debris within the basin and pipes - CCTV & cleaning of 2450 Stormwater pipes 19''-30''	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 13,800.00	Feb-18	
Stormwater Mtce Carter Park		City of Fort Lauderdale	Sabine Joseph	(954) 828-5239	sjoseph@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 11,800.00	May-18	
Clean Pipes & Catch Basins		City of Fort Lauderdale	Cathy Green	(954) 828-5239	cgreen@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 7,000.00	Jun-18	
Clean Various Storm Sewers on SW 4th Ave from SR 84 to i-595		City of Fort Lauderdale	Elkin Diaz	(954) 828-5239	Ediaz@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 21,171.00	Aug-18	Feb-19
Clean Various Storm Sewer & Basins on Riverland Road		City of Fort Lauderdale	Marie Pierce	(954) 828-5239	mpierce@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 9,936.00	Nov-18	Apr-19
Storm Sewers and Basins for Peele Dixie		City of Fort Lauderdale	Cesar Alza	(954) 828-5239	calza@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 8,200.00	Aug-19	
Storm Water Pipe Clean-Up		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	ldadilvia@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 9,970.00	Nov-19	Oct-19
Fire Station #29		City of Fort Lauderdale	Alexandra Rampy	(954) 828-5239	iplatkin@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 2,650.00	Nov-19	
DSD One Stop Stormwater system Cleaning		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	iplatkin@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	$ 9,970.00	Nov-19	
Point Repair - Lauderhill	Maintenance, repair and improvements to water and sewer infrastructure throughout the City	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 43,500.00	Jan-18	
NW 50th & NW 22 Pt Repair	Point Repairs on NW 50th Ave & NW 22nd St.	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 25,600.00	Aug-18	
Lift Station # 54	Lift Station # 54	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 11,700.00	Oct-19	Dec-17
Lauderdale By The Sea CIPP2017	Gravity sewer system condition assessment and renewal and replacement I & I	Lauderdale by the Sea	Don Prince	(954) 973-9700	donp@lauderdalebythesea-fl.gov	125 SE 5th Court, Deerfield Beach, FL 33441	$ 215,000.00	May-17	Sep-17
Sanitary Sewer Lateral-Emerg	Sanitary Sewer lateral repair 15' deep	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 95,000.00	Oct-17	Jan-18
Cypress Lake III- HOA	Cypress Lake III- HOA	Palm Beach County	Mike Brauchle	(561) 355-2912	mikebrachle@gmail.com	3445 Cypress Trail, West Palm Beach, FL 33417	$ 124,320.00		
Hagen Airline		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Nov-17	Nov-17
Hagen Various Valves	Hagen Various Valves	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Dec-17	
Hagen #3		Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 9,742.00	Dec-17	Jan-18
LS 8146 Canal Bank		Palm Beach County WUD	Pollop Phonpornwithoon	(561) 493-6000	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 73,646.00	Dec-17	Jan-18
Winikoff Point Repair	Excavation, exposure and repair of 36" PCCP forcemain with unknown break. Repair to be performed by Thompson Pipe Group. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 94,365.00	Feb-18	Feb-18
Hagen Flow Meter Piping - Building 1		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Jan-18	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hagen Flow Meter Piping - Building 2		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,500.00	Jan-18	
SW 3rd St - 24in Valve Replace	Excavation, exposure and replacement of 24" Water Main Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 22,420.00	Mar-18	Apr-18
Atlantic Emergency 14 FM Valve	Excavation, exposure and removal of 14" FM Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,080.00	Mar-18	Mar-18
Winikoff 2nd Repair	Thompson Pipe Group if needed and Valve repair to be done by Valve manufacturer once discovered. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 37,150.00	Feb-18	Mar-18
Southern & Arden Emergency	Excavation, exposure and repair of 18" C900 PVC FM which Ruptured, at approximately 10' depth.	Palm Beach County WUD	Conrad Thirbenny	(561) 493-6000	cthirbenny@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 35,550.00	Mar-18	Apr-18
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	David Guerrero	(561) 493-6000	dguerrero@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,925.00	Nov-18	Dec-18
Turnpike and Roebuck Rd	Repair of Damaged 16" Water Main that was hit by and HDD Contractor	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 97,600.00	Oct-18	Oct-18
WAM 14'' Inside Sludge Pump Station 2 Lower Level		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Feb-19	Feb-19
WAM 24'' ETPS - Outside		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Feb-19	Feb-19
Belle Glade Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 11,685.00	Feb-19	Apr-19
Haverhill Rd & Roebuck Rd.	Emergency Watermain Break at Haverhill and Roebuck Rd - Saturday	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 36,508.00	Mar-19	Apr-19
S. Military Trail South of Sunny Lane Ave	Repair the Force Main running East to West across Military Trail South of Sunny Lane Avenue. Removal of existing failed force main from existing casing and installation of new force main piping in existing casing	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 70,904.00	Apr-19	Jun-19
Belle Glade Waste Water Plant	Clean, Sandblast and Coat Grit Separator Tanks	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 17,605.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 12" (AB4 A)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 10,000.00	Apr-19	Jul-19
Hagan Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com]	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,393.76	Apr-19	Jul-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,590.00	Jun-19	Jul-19
L-38 WM Aerial Crossing Repair	Repair of Damaged 18" Aerial WM Which blew out at edge of canal bank. Repair includes rip rap on only one side of canal, only on water main, no dredging included. Sod for golf course property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 119,450.00	May-19	Aug-19
L-38 WM Aerial Crossing Repair (North Side)	Repair of Damaged 18" Aerial Water Main and Force Main Crossing on the North side. Repair includes rip rap on only North side of canal, no dredging included. Restoration for property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jsnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 123,550.00	May-19	Aug-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,590.00	Jul-19	Sep-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,590.00	Jul-19	Sep-19
LS 151 Gravity Repair	Remove and replace approximately 33 LF of 8" gravity sewer 11' deep in front of LS 151 on Orleans Ct. Line Remaining 8" influent gravity from terminal MH to Wet Well to be CIPP Lined	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 67,600.00	Aug-19	Sep-19
Sanitary Sewer - Mulberry	Manhole rehabilitation including installation of 580 VF of CIP or Spray Manhole Liner (poly-liner or equal) in 102 manholes Point Repairs of 24 existing sanitary sewer lines; By-pass pumping; Bench repair; Chimney seal manholes; Replacement of manholes; Installation of cured-in-place-pipe;	City of Mulberry	Roger Homann	(863) 425-1125	Rholmann@cityofmulberrtfl.com	104 South Church Ave, Mulberry, FL 33860	$ 4,912,591.00	Mar-18	Nov-19
Manhole Rehabilitation	Manhole Rehabilitation	Fort Pierce Utilities Authority	Mark Kobbe	(772) 466-1600	mkobbe@fpua.com	PO BOX 3191 FORT PIERCE, FL 34948-3191	$ 186,292.44	May-17	
Lift Station # 38	Lift Station # 38	City of Bradenton	Kim Clayback	941.708.6300 x224	Kim.Clayback@cityofbradenton.com	1411 9th St W Bradenton, FL 34205	$ 29,860.00	Nov-17	
Rehab 8 Lift Stations	Rehab 8 Lift Stations	City of Altamonte Springs	Karen McCullen	(407) 571-8639	KMcCullen@altamonte.org	968 Keller Road, Altamonte Springs, FL 32714	$ 491,037.50	Dec-17	Sep-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hibiscus & Baynon	Provide pipe cleaning , CCTV and dewatering	City of Delray Beach	Jeffery Needle	(561) 243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 90,000.00	Mar-18	Mar-18
Park Avenue	Clean, TV and Cipp Line 30" RCP Pipe under Park Avenue	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	$ 63,123.00	Jan-18	Feb-18
Storm Water Video Inspections	Video inspection and documentation of storm water basin 3	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	$ 46,006.64	Mar-18	May-18
Cypress Drive 60" CCTV	Confined Space Entry and Televise 60" Storm Line	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	$ 107,360.00	Jun-18	Aug-18
Lift Station 57 and 66	Gravity sewer main cleaning & CCTV, Installation of 5,517 LF of 8'' CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 174,673.81		
Cleaning, TV & Lining Services		City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 193,294.56	Feb-18	
Lift Station 065 Main Lining PO #48742	Gravity sewer main cleaning and TV inspections, install 8'', 10'' & 12'' CIPP Liner	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 454,093.51	Sep-18	Jan-19
Manhole Rehabilitation Services	Repair sewer manholes	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 63,398.93	Nov-19	Dec-19
Penn Park Main Lining	Main line cleaning, TV inspection & lining services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 273,866.95	Dec-18	Oct-19
Jupiter Harbor - LS #97 Basin	Clean Tv and Line all 8" clay lines within the LS #97 basin, in the Jupiter Harbor Community	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 67,672.96	Oct-19	Oct-19
Lift Station #58 - Main Lining Services	Cleaning, Televising & lining of 415 LF of 8'' CIPP, 590 LF of 15" CIPP	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 38,600.33	Jun-19	Oct-19
LRD-Jupiter-MH Rehab #2	Manhole rehabilitative services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 90,000.00	Oct-19	Oct-19
Lift Station #001 - Main Lining Services @ Circle West Road	Gravity sewer main cleaning & TV inspections 6'' - 12'', install 10'' CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 13,340.00	Aug-19	
Repairs to existing 42" storm drain at PBIA	Drainage Repairs and replacement of one section of 42" pipe in the parking lot at PBIA. Separate pricing to line pipe after repair to prevent future failures will also be provided.	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 48,100.00	DO Pending	
PBIA Airport Parking Lot	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 59,371.00	DO Pending	
PBIA Airport Parking Lot	Drainage repair in employee parking lot. Removal and replacement of approx. 360 LF of 38"x24" elliptical pipe and restoration	Palm Beach County	Matt Taylor	(561) 616-6800	mtaylor@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 67,200.00	Oct-19	Nov-19
MH and LS Rehabilitation	Rehabilitation to manholes in Sebring	City of Sebring	Jim Jackson	(561) 640-3503		454 North Franklin, Sebring, FL 33870	$ 54,012.16	Feb-18	
Lift Station 73 & 88 Rehabilitation	Rehabilitation of two wastewater lift stations	City of West Palm Beach	Luis Perez	(561) 822-2100	lperez@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 432,715.82	May-19	
FPUA 20 MH's	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpua.com	500 Boston Ave, Fort Pierce, FL 34950	$ 74,649.72	Dec-18	
FPUA 5 MH's End of Fiscal 19	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpua.com	500 Boston Ave, Fort Pierce, FL 34950	$ 28,627.26	Aug-19	
Canoe Creek Subdivision Drainage	Approx. 420 LF of 15" - 24" CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 99,764.00	Jul-18	Sep-18
Infrastructure Construction - Delmar St 36in	SE Delmar Street Pipe Replacement - 36in RCP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 54,915.00	Aug-19	Aug-19
Infrastructure Construction - SE Lanham Exfiltration	SE Lanham St - 18" Exfiltration Trench	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 37,280.00	Aug-18	Jan-19
SE Indian Street CIPP	180 LF of 48 CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 52,980.00	Oct-18	
Gomez and Soundings CIPP	108 LF of 30'' CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 13,500.00	Oct-18	
Palm Lake Park Neighborhood Drainage	1200 LF of 28''-42'' CIPP lining, installation of 18''-48'' RCP, removal and replacement of structures including headwall, driveways and drain structures, televising of pipe	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 1,075,076.00	May-18	Jun-19
Sugar Hill Outfall	470 LF of 24'' CIPP lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 49,290.00	Dec-18	
NE Jensen Beach CIPP	SE Jensen Beach Blvd and Savannah Rd - 60" Inspection and Joint Repair	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 29,080.00	Mar-19	Apr-19
Salerno Rd Camera Inspection	SE SALERNO ROAD EAST OF US1 CAMERA INSPECTION	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 6,510.00	Feb-19	
SW Murphy Road Liner	24''-36'' CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 32,040.00	Mar-19	
Rio Nature Park Stabilization		Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 27,250.00	Aug-19	
SW Carl Metz Ln	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 46,050.00	Oct-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
NE Barbara Dr	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 35,410.00	Sep-19	
St. Lucie West Main Irrigation Pump Station Replacement	Install pumps, motors, fillers, piping, fittings, valves, meters, electrical gear, conduits, wiring, panels and concrete slabs. Demolition of existing pumps, motors, electrical panels, piping, valves and filters/filter housing	St. Lucie West Services District	Joshua C. Miller	(321) 622-4646	jmiller@slwsd.org	450 S.W. Utility Drive Port St. Lucie, Florida, 34986	$ 921,194.81	Sep-18	Nov-19
Lift Station Rehabilitation Project A Bid Package 2	Furnish all necessary services for the rehabilitation of thirty (30) lift stations in Palm Beach County WUD service area	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 4,830,000.00	Oct-18	
Lift Station #40 Removal & Disposal & Replacement of Top Slab	Removal, Disposal and Replacement of Existing Top Slab and Hatch with new Top Slab and Traffic Rated Hatch System	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 9,300.00	Apr-18	
Sykes Creek Regional WWTF RASWAS Pumping System Rehabilitation	Removal and replacement of the Return Activated Sludge (RAS) and three of the Waste Activated Sludge (WAS) pumps	Brevard County	Craig Helping	(321) 617-7390	craig.helpling@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	$ 1,030,000.00	Jan-19	Sep-19
Manhole Rehabilitation	Rehabilitate manholes across the City	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 38,595.63	Apr-19	
Lands End & Spoonbill Road	line the entire pipe, 160 LF of 15" CIPP will be installed.	Town of Manalapan		561-383-2543		600 S Ocean Blvd. Manalapan, FL 33462	$ 17,500.00	Nov-18	
Rehabilitation and Infrastructure Repair	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydelraybeach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 185,000.00	Dec-17	
Sewer Main Lining Group 1	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydelraybeach.com	200 Goolsby Boulevard Deerfield Beach, Fl 33442	$ 275,000.00	Jan-19	
300 N Courtenay Lateral	Replace Lateral at 300 N Courtenay Parkway according to plan sheet provided June 2018	Brevard County	Louis Braafladt	(321) 617-7390	Louis.Braafladt@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	$ 44,700.00	Aug-18	Sep-19
Legacy Cove Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 45,710.00	Jan-19	
Leilani Heights	Raise 23'' manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 25,900.00	Feb-19	
Port Salerno Village	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 13,380.00	Feb-19	
Port Sewall Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 15,900.00	Sep-19	
Mariner Sands Manhole Rehab	Raise 23'' manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 33,900.00	Oct-19	
Miles Grant Manhole Rehab	Raise 23'' manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 24,950.00	Oct-19	
The Estuary Manhole Rehab	Raise 23'' manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 23,460.00	Oct-19	
Martin-Pinelake Village MH Rehabilitation	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	poliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	$ 9,100.00	Oct-19	
Lift Station 10 Drycan Conversion		City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 102,022.50	Jul-19	
Stormwater Pipe Lining - Cove Lane		City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	$ 29,255.00	Sep-19	
Lift Station No. 2	Sanitary Sewer Basin 2 and Inflow & Infiltration Abatement pipe lining rehabilitation	City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	$ 1,392,443.69	Nov-19	
Lift Station 980 Top Slab	Lift Station 80 Top Slab, Repair, Removal and New Slab Installation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 8,700.00	Sep-18	On Going
Lift Station #21 Pipe Repair		City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 14,070.00	May-19	
12" WM Valve Replacement	All materials, fittings, line stops, restraints to complete the work. Installation of (4) - 12" Line stops on an AC water main. Removal and Replacement of (4) - 12" gate valve and (1) - 12" cross. Bell restraints to be placed on AC Main 3 joints past line stop in each. direction. All Restoration included (Sod and Sidewalk) (No Asphalt Anticipated)No As Builts, Permits, Bonds, Etc. included. Assumes all lines can be shutdown without impact	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 118,345.00	PO PENDING	
Lift Station #44	Emergency Bypass and Valve Replacement	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 20,000.00	Oct-19	
Lift Station #53	Emergency Rail System Replacement - Repipe in Well ONLY ACTIVITY	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 43,100.00	Nov-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Mangonia - Driftwood Street	Vac Truck & Dumping	Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangoniapark.com	1755 E Tiffany Drive Mangonia Park, FL 33407	$ 2,050.00	Oct-18	
Pescayo Village-Marathon, Sanitary Sewer Inspection		Aramis Alvarez Architect				1237 S Alhambra Circle Coral Gables, FL 33146	$ 9,452.50	Oct-18	
Osceola Force Main Rerouting		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesJackson@semtribe.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	$ 104,861.56	May-19	Aug-19
Hollywood 8" FM Connection		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesJackson@semtribe.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	$ 73,147.95	Mar-19	Apr-19
16'' Water Main Loop Disinfection	Provide potable water on the Hard Rock Casino Facility by certifying existing 16-inch water main loop. The attachments delineate the procedure disinfecting and certifying the water main loop in two separate phases	Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesJackson@semtribe.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	$ 71,878.60	Jul-19	
Abandonment of Kent Pump Station PS-05	Installation of a new sanitary sewer system along Kent Avenue, Sussex Avenue and across Kirk Road. It also consists of the abandonment of the Kent Pump Station	Village of Palm Springs/Exkler Engineering Inc.	Oscar L. Rubio	954.510.4700	orubio@ecklerengineering.com	4700 Riverside Drive, Suite 110, Coral Springs, FL 33067	$ 567,715.89	Jun-19	Oct-19
E5U98-R0 - FDOT	Inspection, desilting, videoing, repair and replacement of drainage facilities	Florida Department of Transportation	Andrea Velasquez	332-634-6069	andrea.velasquez@dot.state.fl.us	719 S. Woodland Blvd. Deland, FL 32720	$ 300,000.00	Feb-19	
EWRF In-Plant PS Replacement	Furnishing and installation of 47 HP Flight or ABS submersible pumps, construction of a new 12 feet diameter wet well, furnishing and installation of the above ground piping manifold with appurtenances, installation of 65 feet 16" PVC force main and 48 feet 24" gravity sewer and conversion of existing pump station into gravity sewer manhole.	Orange County	Terra Reffitt	(407) 836-5644	Terra.Reffitt@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	$ 1,323,642.00	Apr-19	
Sanitary Sewer Collection System Rehab Project Phase 2	Rehabilitation of the existing gravity sewer collection system including: Installation of CIPP, reinstatement of service line connections, sewer later replacement, sewer later lining, point repairs, rehabilitation of manholes, cleanout installations and site restoration	Palm Beach County WUD	Frantz Fenelon	561-493-6123	FFenelon@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 3,113,950.00	Jun-19	
Emer - Storm Drain Cleaning	General construction services associated with the rehabilitation of operating lift stations located in northern Palm Beach County and southern Martin County. Work to be performed includes demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fittings, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation and/or installation of electrical equipment and all general site work	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	$ 495,990.00	Aug-19	
CIPP Lining	CIPP lining to the 10'' DIP at Tierra Verde ad to the 10'' Clay Pipe at SW Anchorage Way	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	$ 10,566.32	Dec-18	
E Madison Ave	8'' CIPP lining and installation of manhole coating	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	$ 44,948.91	Sep-19	Sep-19
Colorado Ave	Installation of 10'' gravity sewer & CIPP lining	City of Stuart	Chad Herzog	772-288-5320	cherzog@ci.stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	$ 8,034.19	Oct-19	
Coating of Sanitary Lift Station & Reclaimed Water Stations	This project comprises the surface preparation and coating of above ground pipe, fittings and appurtenances for seven (7) sanitary sewer lift stations and five (5) reclaimed water stations	Seacoast Utility Authority	Brent Weidenhamer	(561) 627-2900	bweidenhamer@sua.com	4200 Hood Road, Palm Beach Gardens, Florida 33410	$ 57,400.00	Feb-19	
(SWRUSA) Inflow and Infiltration Project Phase 1A	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining of the 8-inch, 10-inch, and 12-inch diameter sewers in the subdivisions	Polk County	Ari Goldstein	863-534-6757	AriGoldstein@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	$ 889,117.00	May-19	
Civil Surv - Polk County - Cleaning,TV Phase II Assesment	Gravity sewer cleaning and gravity sewer manhole cleaning services	CivilSurv Design Group, Inc., Polk County	Craig Fuller	863-646-4771	cfuller@civilsurv.com	2525 Drane Field Road, Suite 7 Lakeland, FL 33811	$ 98,220.50	Apr-19	
Pump Station C-1	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 85,492.90	Mar-19	
Pump Station C-2	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 116,391.00		
Pump Station D-35	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 28,690.00		
Pump Station D-36	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 46,485.00		
Pump Station E-5	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 74,548.10		
Pump Station E-6	Perform sanitary sewer cleanong and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	$ 76,542.00		
3119 Cormorant Road, Delray Beach	Repair assumed broken pipe in rear yard at 3119 Cormorant Road, excavate location of sinkhole to expose pipe, pick up end of pipe in canal, realign pipe at sinkhole location, pour a concrete collar around pipe and backfill and re-sod area. Place rip rap rock underneath pipe at outfall to support pipe in future.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 15,032.00	Jun-19	
SE 8th Court Drainage and Outfall Installation	Storm rain cleaning repair and sludge removal services	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 115,056.00	May-19	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Delray Racquet Club/Jaeger Pipe Repair	Install 21" plug and Dewater approx 255' of 21" CMP pipe. (two segments), Clean and CCTV approx 255' of 21" CMP pipe to assess condition and damage in area of collapse. Provide point repair to area of collapsed pipe if conditions allow. Completion of this repair has mulitplied due to the discovery of a Fiber optic line running in and out of the storm pipe 11' deep and 20' long.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 77,243.00	Jun-19	
NE 1st Court Wastop Installation	Install 15" Wastop Check Valve Inside exiting RCP Pipe @ NE 1st Court Outfall	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	$ 7,255.00	Jun-19	
Price Street lift Station Rehab - (New Discharge Piping)	Replace two 4" DIP DIP discharge lines from the well to the check valves	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	$ 5,000.00	May-19	
Emergency point Repair - Lake Clarke Gardens	Emergency sewer repair in Lake Clarke Gardens. Cracked sewer line that is 9' below the Lift Station and a manhole directly to the north.	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	$ 53,182.00	Jun-19	
Gravity System Improvements Packages 15,19,20,21,22	Installation of cured-in-place pipe (CIPP) lining for existing gravity sanitary sewers; lining existing manholes; and seal and coating existing manholes.	Orange County	Paul Oliver	407-836-5696	paul.oliver@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	$ 2,571,471.00	Jun-19	
Palmetto Drive Stormwater Improvements	provide stormwater infrastructure improvements, replacement of reinforced concrete pipe, installation of cure-in-place pipe, and estoration of any disturbed roadway and sidewalks	Town of Lake Park	Howard Butts	561-722-9379	hbutts@townoflakepark.gov	535 Park Avenue Lake Park, FL 33403	$ 68,755.00	Apr-19	
CIPP Culvert Lining Project	Cured-in-Place Culvert Lining	Santa Rosa County	Glenn F. Bailey	805-981-7127	GlennB@santarosa.fl.gov	6075 Old Bagdad Hwy.Milton, Florida 32583	$ 315,400.00	Jun-19	
Near 95th Ave and 50th Court- Cooper City	2,607 LF of 8'' CIPP lining, reinstate later after CIPP installation, grout and test lateral connection	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 77,018.00	Oct-19	
SW 88th Terr.- Cooper City	Install cured-in-place mainline liner, 8" X 6MM. Reinstate lateral after CIPP installation, grout and test lateral connection, CIP Lining, 6"-8" fullcircle main connection, 4" or 6" X 4.5MM, Minimum 10'. Lateral Liner 4"-6" X 4.5 MM, Beyond 10' Sewer Lateral TV Inspection 6" to 8" main (Up to 30') Sewer Lateral TV Inspection 6" to 8" main (beyond 30') Bypass Pumping (8-inch and 10-inch), requires owner approval-Estimated	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 163,380.00	Dec-19	
North, East, South and West Point Dr - Rock Creek - Cooper City	Rehabilitation of 10 Manholes in the Rock Creek Neighborhood	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 22,800.00	Nov-19	
River Ridge Point Repair	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included All Inspections and reports to be produced per NASCCO PACP standards.	KLOO Management, LLC	Cherylynn Pannebecker	561-747-0122	cherylynnnrrhoa@earthlink.net	18600 County Line Road, Tequesta, FL 33469	$ 18,250.00	Mar-19	
Utility Repairs	Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration	City of Weston	Jose Casio	954-385-2600	jcasio@westonfl.org	17200 Royal Palm Blvd, Weston, FL 33326	$ 200,000.00	Jan-20	
Sewer Gravity Main Lining	Sewer Gravity Main Lining	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 310,000.00	Jul-19	
Pipe Lining to Damaged Storm Drain	Line Damaged stormwater pipes in public ROW or easements at 5 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 50,311.00	Aug-19	
Storm Line Damaged	Line 160 feet of pipe in ROW at 520 Harbour Dr	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 10,420.00	Sep-19	
Storm Line Damaged	line damaged stormwater pipe at 3rd St S and Broad Ave S which is causing sinkhole	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com	380 Riverside Cir Naples, FL 34102	$ 9,900.00	Sep-19	
Stormwater Pipe Lining	Stormwater Pipe lining @ 3 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naplesgov.com		$ 34,810.00	Dec-19	
Emer Pump CIPP	Bernie's Lift Station Emergency Pumping Emergency Pumping	Town of Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangoniapark.com	1755 East Tiffany Drive Mangonia Park, FL 33407	$ 3,150.00	Feb-19	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	8'' - 15'' CIPP lining, CCTV & bypass pumping Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov	1755 East Tiffany Drive Mangonia Park, FL 33407	$ 240,000.00	Nov-19	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	8'' CIPP & CCTV Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov		$ 86,100.00	Feb-20	
Cured-In-Place Pipe Sanitary Sewer Rehabilitation	Sanitary sewer clening & CCTV	Emerald Coast Utilities Authority	Justin Midgette	(850) 969-5825	justin.midgette@ecua.fl.gov		$ 143,000.00	Feb-20	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 7,362.00	Apr-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 4,514.00	Jun-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 10,542.00	Oct-19	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	$ 14,203.00	PO PENDING	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Original Section Drainage Improvements Phase 5	Drainage improvements within the alleys between Fleming Boulevard and Jackson Avenue, as well as the portion of Biscayne Drive where the alleys intersect Biscayne Drive and within a portion of the LWDD L-11 Canal; The removal of dinage piping and structures; the installation of new drainage piping and structures; and restoration	City of Greenacres	Zach Gamble	(954) 739-6400	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, Florida 33463	$ 165,533.00	Jun-19	
E-1 Pump Station Improvements	Furnish all la bor and materials necessary to construct all improvements at E-1 lift station as depicted on the plans and in these specifications to provide a complete and functional system. Bypass pumping will be required	Town of Palm Beach	Jason Debrincat	(561) 227-7027	jdebrincat@TownOfPalmBeach.com	951 Old Okeechobee Road, Suite A, West Palm Beach, Florida 3340 1	$ 247,400.00	Jun-19	Dec-19
Lift Station #27, #50 & #2122	L/S #27 Rehab, LS - 50 - Control Panel WITHOUT DataFlow Equipment -8hp, 3phase, 240v, LS - 2122 - Control Panel WITHOUT DataFlow Equipment -5.3hp, 1phase, 240v	Indian River County	Sean Mcfarland	772-226-1418	smcfarland@ircgov.com	1800 27th Street Vero Beach, FL 32960	$ 184,100.00	Oct-19	
Lift Station 62 Emergency Generator	Permit and install a diesel powered emergency standby generator	Loxhatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 44,750.00	Aug-19	Nov-19
Lift Station 43 Emergency Generator	Permit and install a diesel powered emergency standby generator	Loxhatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	$ 35,000.00	Aug-19	Nov-19
Forcemain Replacement Project	The Forest Hill Boulevard crossing shall have a minimum inside diameter of 16 inches and includes and air release valve on both sides of the crossing. A secondary main will also need to be relocated via open cut method and tied into the new forcemain. The existing main for the cut-in connections is 16" DIP. The portion of the existing 12" DIP main to be replaced, shall be grout-filled and abandoned. The C-2 Canal crossing shall have a minimum inside diameter of 6 inches and includes and air release valve on one side of the crossing and a tapping connection to the existing main on the other side. The existing main for the cut-in connections is 6" DIP. The existing main for the tapping connections is 12" DIP. The portion of the existing 6" DIP main and aerial crossing to be replaced, shallbe demolished and removed.	Village of Wellington	Shannon R. LaRocque	561-791-4107	slarocque@wellingtonfl.gov	12300 Forest Hill Boulevard, Wellington, FL 33414	$ 358,417.50	Sep-19	
Lift Station #31		City of Altamonte Springs	Jeff Grant	(407)571-8122	JGrant@altamonte.org	225 Newburyport Ave Altamonte Springs FL 32701	$ 249,289.00	Oct-19	
Culvert Pipe Replacement - Unit 32	This project consists of the removal, disposal, re-installation, and restoration of multiple cross drain culvert pipes at sixty-nine (69) locations throughout the City of Palm Bay's Port Malabar Unit (PMU) 32	City of Palm Bay	Hector Franco	561-791-4107	Hector.Franco@palmbayflorida.org	1050 Malabar Road SW, Palm Bay, FL 32908	$ 452,636.75	Aug-19	
Wellington - Piggyback PBC R2019-0216	Manhole and sewer lining repairs	Village of Wellington		561-791-4107		12300 Forest Hill Boulevard, Wellington, FL 33414	$ 100,000.00	May-19	
System 58A & Forcemain Replacements	Construction of wastewater force mains, wastewater lift stations and reclaimed water mains	City of Delray Beach	Natasha Tucker	561-243-7163	TuckerN@mydelraybeach.com	100 Northwest 1st Avenue, Delray Beach, FL 33444	$ 1,472,444.00	Jan-19	
Water Treatment Plant Generator Interconnect	Entire project is electrical. Running new service feeds to well pumps and tying the generator in to another building for backup power, also includes fire alarm work	City of Lake Worth Beach	Steve Fowler	(561) 575-2005	stephen.fowler@holtzconsulting.com	7 North Dixie Highway, Lake Worth Beach, Florida 33460	$ 352,000.00	Nov-19	
888 Intracoastal Drive - 18" FM Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 75,830.00	Nov-19	Dec-19
Mills Pond Park Gravity Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 26,250.00	Oct-19	Dec-19
SE 3rd Ave Water Main Replacement	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 225,169.00	Nov-20	
SE 40th Ave & th St. Stormdrain Repair CIPP	Road repairs at SE 40th Ave & 8th St.	Okeechobee County Road Department				408 NW 2nd St., Okeechobee, FL 34972	$ 15,804.00	Jun-19	Jul-19
Gravity Sewer Main Lining	Gravity sewer main lining in lift stations #12, #13 and #20 basins	City of North Lauderdale	Shani Grant	954-597-4754	sgrant@nlauderdale.org	701 SW 71st Ave., North Lauderdale, FL 33068	$ 276,000.00	Jul-19	
Trenchless Pipe Rehabilitation Services - Low Bid On One Structure	Trenchless pipe rehabilitation for Structure 735511	City of Palm Coast	Carmelo Morales	386-986-4776	CMorales@palmcoastgov.com	160 Lake Ave, Palm Coast, FL 32164	$ 149,240.00	Nov-19	
Replacement of Pump Station D-38	Furnishing of all labor, materials, equipment, services, and incidentals for the additions and modifications of the submersible Pump Station D-38	City of Fort Lauderdale	Raymond Rammo	954-828-5990	rrammo@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	$ 662,960.00	May-20	
95th Ave. N. Public Utilities Renewal	Labor, material, equipment, hoisting, supercision, startup support, anchors, incidentals, techincal submittals and closeout docs. HGI to provide: Storm sewer cleaning & CCTV for 280 LF of 12'' medium cleaning & storm sewer CIPP lining of 280 LF of 12''	Collier County-Subcontract Work for Douglas N Higgins, Inc.	Anthony Silvestri	(305) 292-7889	asilvestri@higgins-eng.com>	4485 Enterprise Ave, Naples, FL 34104	$ 12,320.00	Aug-19	Oct-19
Lantana Airport CIPP	Clean, TV and CIPP Line 5 shots of 18" and 24" Storm Drain. 403 LF of 18" and 134 LF of 24".	Sunline Civil Construction	Jimmy Bradley			640 SW Bittern St, Palm City, FL 34990	$ 44,250.00	Sep-19	Dec-19
Kilbourne - Storm CCTV	CIPP of 18'' storm line	Kilbourne & Sons Paving	Steve Dolen	561-498-7040		2201 SW 35th Ave, Delray Beach, FL 33445	$ 26,900.00	Sep-19	
Lift Station U-01	Lift Station rehab to convert existing station from WW/VV Configuration to Above ground valves	Brevard County	Robert Edmiston	(321) 617-7390	robert.edmiston@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	$ 78,500.00	Jan-20	

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Emergency Flood Control Pumping	Emergency pumping for flood control on the Federal Aid Highway segments as well as local roads and roadways within Brevard, Flagler, Volusia, Marion, Seminole, Sumter, Lake, Orange and Osceola Counties specifically assigned by the Florida Department of Transportation (FDOT), District Five. The Contractor shall provide all labor, materials and equipmen for mobilization, operation and maintenance of a temporary pumping system intended to provide flood relief during or after a hurricane.	Florida Department of Transportation	Jennifer L. Smith	586-943-5367	Jennifer.smith2@dot.state.fl.us	719 S. Woodland Blvd. DeLand, Florida 32720	$ 1,547,500.00	Sep-19	
Emergency MLS Bypass	Emergency Mobilization/Demobilization AfterHours (Sunday) and bypass pumping	City of Clewiston				115 W. Ventura Avenue Clewiston, FL 33440	$ 6,350.00	Sep-19	Oct-19
LS #1 - Emergency CP Replacement	Demo damaged control panel, antenna tower, FPL meter and water service Provide and install new control panel, conduit, wire and pad. Provide and install new 24' Rohn antenna tower and concrete base Provide and install new 200A, 3 Phase meter can and SS disconnect. Provide new FPL service run to handhole Provide and install new antenna and cable. Rewire existing pumps, transducer and floats	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov]	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	$ 68,300.00	Oct-19	
Haines City 15''	Clean & TV lines, CIPP 258 LF of 15'' gravity sewer main	Pospiech Contracting	Gary Bracken	352-726-3940 EXT. 216	gbracken@pospiechcontracting.com>	201 S Apopka Ave, Inverness, FL 34452	$ 28,402.00	Oct-19	Dec-19
3300 NE 36th St., Ft. Lauderdale,-Coral Ridge Towers East	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumber.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	$ 13,200.00	Dec-19	Dec-19
10200 W SR 84, Favie FL	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumber.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	$ 2,841.00	Dec-19	
Piper Landing Pipe Lining	Clean & TV lines CIPP of 18''-60''	Piper's Landing Yacht & Country Club				6160 SW Thistle Terrace, Palm City, FL 34990	$ 118,460.00	Dec-19	
Taft Street	Asphalt removal and excavation in area of interest. Includes only a 20'x5' area. If further excavation is needed additional costs will be applied. Excavation and exposure of damaged force main pipe, assumed to be 4" or smaller. Anything larger may result in additional costs. Repair Broken force main line, backfill and compact area. Prep site for asphalt application by others. Emergency Mobilization and MOT included. Proposal does not include any bypass pumping, permits, surveying or as-builts.	Noble Properties	Kim Hoglund	561-389-9549	KIM@NOBLEP.com	4280 Professional Center Dr., Suite 100, Palm Beach Gardens, FL 33410	$ 14,350.00	Dec-19	
Lift Station C-16 Rehabilitation	Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced.	Brevard County	Craig Helping	(321) 633-2089	Craig.Helpling@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	$ 207,800.00	Jul-16	Oct-16
Lift Station C-05 and Force Main Replacement	Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 872,000.00	Jul-15	Dec-15
Lift Station M-06 Replacement	installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 439,495.00	Sep-15	Nov-15
Relocation of Lift Station M-05 Panel	Relining of lift station M-5	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 6,590.00	Apr-14	May-14
LS R1 & R6	Lift Station rehabilitations	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 20,774.40	Jan-12	Mar-12
LS #4 & #47	High pressure water blasing, bypass, remove and install HDPE risers	City of Altamonte Springs	James Wickert	(407) 57-5860	Jpwickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	$ 6,842.00	Oct-13	Nov-13
Manhole Rehabilitation 2012	Manhole rehabilitations	City of Altamonte Springs	James Wickert	(407) 57-5860	Jpwickert@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	$ 13,446.90	Oct-12	Sep-12
LS #3	Rehabilitation & lining	City of Atlantis	Mo Thornton	(562) 965-1744	mthronton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 119,420.00	Aug-13	Oct-13
Misc Drainage Repairs		City of Atlantis	Mo Thornton	(562) 965-1744	mthronton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 66,545.00	Oct-16	Nov-16
Manhole Rehabilitation August 2013	High pressure water blasting, coating, .5'' layer build back, reset manhole casting within asphalt, re-construct existing manhole benching	City of Bartow	Ken Absher	863-534-0100	kbasher.pw@cityofbartow.net	450 N Wilson Ave., Bartow, FL 33830	$ 44,990.76	Sep-13	Oct-13
M-20 Lift Station	Rehabilitation of master Lift Station	Brevard County/Merritt Island	Bill Cowan	(321) 617-7390	bill.cowan@brevardcounty.us	2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940	$ 213,250.00	Feb-11	Apr-11
Lift Station M-20	Rehabilitation of Lift Station M-20	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 158,777.00	Jan-14	May-14
Cape Canaveral Lift Station No. 1 Improvements	Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals.	City of Cape Canaveral	Lonnie Dunn	(321) 868-1240	l.dunn@cityofcapecanaveral.org	601 Thrum Blvd, Cape Canaveral, FL 32920	$ 164,743.11	Nov-13	Apr-15
Replacement of three Return Activated Sludge Pumps (RAS) Pumps	install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility	City of Cocoa Utilities	Don Stevens	(321) 433-8744	rstevens@cocoafl.org	65 Stone Street, Cocoa, FL 32922	$ 89,987.00	Jan-13	Jul-13
Manhole Rehabilitation	Manhole rehabilitation, 4' lining, excess surface loss, reconstruction of manhole benching, removal of existing coating	City of Cooper City	Kerri Fisher	(954) 454-4300		11791 SW 49 STREET COOPER CITY, FL 33330	$ 11,480.00	Oct-14	Nov-14
Lift Station Rehabilitation Project 2014	Rehabilitation to various lift stations across the City	City of Coral Gables	Margie Gomez	(305) 460-5103	mgomez@coralgables.com	405 Baltimore Way, Coral Gables, FL 33134	$ 180,508.32	May-14	Mar-15
2014 Rehabilitation of Lift Stations	Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 444,240.00	Nov-14	Apr-15
Manhole Rehabilitation	Rehabilitation of (14) Manholes throughout the City, Rehabilitation of wetwell.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 23,527.00	May-13	Jun-13

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation of Lift Stations 2018	Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into duplex submersible LS.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 376,798.00	Apr-17	Aug-18
Lift Station Rehabilitation 2013	Rehabilitation of lift station #60	City of Delray Beach	Harold Williams	(561) 243-7161	hwilliams@ci.delray-beach.fl.us	100 NW 1st Ave, Delray Beach, FL 33444	$ 29,750.00	Jun-13	Jul-13
Manhole Piggyback	Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area.	City of Delray Beach	Scott Solomon	(561) 243-7161	ssolomon@ci.delray-beach.fl.us	434 S. Swinton Avenue, Delray Beach, FL 33444	$ 25,940.00	Mar-15	Nov-14
Lift Station and Manhole Rehabilitation 2014 Project	Lift station and manhole rehabilitation	City of Lake Wales	Rendall Britt	(863) 678-4114	abuckner@cityoflakewales.com	201 W. Central Ave. Lake Wales, Florida 33853	$ 259,644.62	Apr-14	Sep-14
South Water Treatment Plant Improvements	Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and al other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation	City of Mulberry	John Wright	(863)425-1125	jwright@cityofmulberryfl.com	500 S.W. 2nd Street Mulberry, FL 33860	$ 2,143,000.00	Feb-14	Dec-15
Lift Station No. 34 Pump Rehabilitation	High pressure water blasting, furnish/install 3 inflatable plugs in two, 8'' inverts, one 10'' invert, coating work, reinstall existing pump base, furnish and install 4'' pipe, check calve and gate valve and replace all conduitys from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8'' holes & removal of unforeseen concrete	City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	1300 Ninth Street St. Cloud, Fl 34769	$ 33,894.00	May-13	Jun-13
Turtle Creek Forcemain & Lift Station No. 84		City of St. Cloud	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	$ 12,900.00	May-13	Nov-13
Manhole Rehabilitation	Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed	City of St. Pete Beach	Christopher Combs	407-957-7124	ccombs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	$ 24,990.00	May-12	Aug-12
Lift Station 107 Rehabilitation	convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration	City of Sunrise	Gregg Bagnall	(954) 572-2274	GBagnall@Sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, Florida 33351	$ 494,176.66	Feb-16	Jun-16
Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe	Annual contract for wastewater gravity sewer rehabilitation by CIPP	City of Tampa	Jim Greiner	813-274-8598	Jim.Greiner@tampagov.net	306 E Jackson St #280A4N, Tampa FL 33602	$ 1,048,495.00	Feb-15	Feb-16
Manhole Rehabilitation - Rebid	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	James Wheaton	(727) 942-5615	jweaton@ctsfl.us	324 East Pine Street Tarpon Springs, Florida 34688-5004	$ 18,525.00	Mar-16	Apr-16
Lift Stations Upgrades	Rehabilitation of the wet wells of four lift stations.By-pass pumping and control of sewage flows for the duration of the wet well rehabilitation work.	City of Titusville	Jimmy Gager	(321) 383-5767		555 South Washington Avenue, Titusville, Florida 32796	$ 73,435.00	Mar-12	Apr-12
Lift Stations Nos. 6, 7, 8, & 9 Rehabilitation	Rehabilitation of mentioned lift stations	City of Treasure Island	Mike Helfrich	(727) 574-4575	mhelfrich@mytreasureisland.org	108th Ave., Treasure Island, FL 33706	$ 884,000.00	Aug-16	Dec-16
Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility	repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates	City of West Palm Beach	Jay Kwag	(561) 822-2100	HJKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	$ 424,770.00	Sep-12	Feb-13
Lift Station Rehabilitation Phase II	refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20	City of Weston	Sabrina Baglieri	(954) 385-2000	sbaglieri@cdlvin-giordano.com	17200 Royal Palm Blvd, Weston, FL 33326	$ 1,127,059.28	Sep-12	Mar-13
Phipps Park Booster Pump Station Rehabilitation & Modifications	Booster Pump Station Rehabilitation & Modifications	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St. 5th Floor, West Palm Beach, FL 33401	$ 219,033.50	Aug-11	Apr-12
7th St. SW RWBS Pump and VFD Replacement		Collier County	Nicole Parker	(239) 252 - 4270	nicoleparker@colliergov.net	3327 Tamiami Trail E, Naples, FL 34112	$ 653,400.00	May-13	Mar-14
Lift Station #30 & #32 Rehabilitation	Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves.	Coral Springs	Steve Seigfried	(954) 796-6658	steves@fladistricts.com	10300 NW 11th Manor, Coral Springs, FL 33071	$ 97,710.00	Aug-12	Oct-12
Cudjoe Regional Wastewater Inner Islands Collection System	Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FP&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.)., all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI.	Cudjoe Inner Islands	David Tegreen	772-834-9498	DTegreene@fkaa.com	2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073	$ 2,313,374.02	Aug-13	Sep-16
Mad Hatter Linda Lakes I & I Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Michael Wilson	(239) 543-1005	mwilson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 68,700.00	Sep-14	Nov-14

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation & Improvements to Master Lift Station 01	Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with provided and installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and remounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system	Florida Governmental Utility Authority (FGUA)	Dwight Perry	(239) 543-1005	Dperry@govmserv.com	5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917	$ 239,180.00	Jul-18	Sep-18
Seven Springs Blvd and Humboldt Ave. I & I Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 99,290.00	Nov-14	Jan-15
Seven Springs / Pasco County Replacing Project & Aloha Gardens Glean & TV Collection System	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	$ 48,096.00	Aug-15	Oct-15
South Hutchinson Island Repump #2 Station Modifications	Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank	Fort Pierce Utility Authority	Keith Stephens	(772) 466-1600	kstephens@fpus.com	206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950	$ 679,152.23	Jan-13	Dec-15
Lift Stations 23, 87, 117 and 212 Rehabilitation	Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace.	Loxahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	$ 28,980.00	May-12	Aug-12
Simmons Road Drain Repair	install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner, inspect the host pipe	Nassau County	David Hearn	(904) 491-7377	dhern@nassaucountyfl.com	96161 Nassau Place, Yulem FL 32097	$ 250,000.00	Mar-15	Apr-15
Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations	Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate. Elbow and Guide Rails, Furnish and Install PVC. ETC.	Palm Beach County	Joseph Tanacredi	(561) 493-6005	jtanacredi@pcbwater.com	8105 Forest Hill Blvd, West Palm Beach, FL 33413	$ 419,578.00	Jan-13	Dec-16
Wastewater Lift Stations Rehab	Installation of 8 new list stations all new pumps and control panels at all stations, along with new antenna and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 2,172,785.00	Oct-12	Oct-14
Strategic Wastewater Infrastructure project Sewer Collection	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads	Palm Beach County	Joseph Tanacredi	(561) 493-6001	jtanacredi@pcbwater.com	8101 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,918,320.00	Jan-18	Dec-18
Control Panel LS 8102	Install control panel at lift station 8102	Palm Beach County	Joseph Tanacredi	(561) 493-6002	jtanacredi@pcbwater.com	8102 Forest Hill Blvd, West Palm Beach, FL 33413	$ 14,950.00	Jun-13	Aug-13
Lift Station Rehabilitation South Service Area – Phase II	Install 2 new pumps	Palm Beach County	Joseph Tanacredi	(561) 493-6004	jtanacredi@pcbwater.com	8104 Forest Hill Blvd, West Palm Beach, FL 33413	$ 308,322.81	Apr-14	Jan-15
I & I Improvements		Palm Beach County	Joseph Tanacredi	(561) 493-6006	jtanacredi@pcbwater.com	8106 Forest Hill Blvd, West Palm Beach, FL 33413	$ 550,690.00	Nov-13	May-14
Belle Glade Sewer I & I Improvements		Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$1,343,343.00	Feb-15	Jul-15
Sanitary Sewer & Lift Station Wet Well, Repairs		Palm Beach County WUD	Pollop Phonpronwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,488,751.00		
Lift Station #10 rehabilitation	Project includes new valve vault, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with refratta along with two closest manholes to lift station.	City of St. Pete Beach	Ian Wade	(727) 363-9254	ian.wade@stpetebeach.org	115 Corey Avenue, St. Pete Beach, FL 33706	$ 116,112.00	Mar-12	Sep-12
E-3 Force main Rehabilitation	E-3 Force main Rehabilitation from Garden Road to Cherry Lane,	Town of Palm Beach	Michael Roach	(561) 838-5440	mroach@townofpalmbeach.com	951 Old Okeechobee Rd, West Palm Beach, FL 33401	$ 1,205,730.00	Jul-14	Nov-14
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station	Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work inclused the complete rehabilitation of three existing pump stations.	Village of Palm Springs	John Rouse	(561) 965-4010	Jrouse@vpsfl.org	226 Cypress Lane, Palm Springs, FL 33461	$ 586,102.00	Jan-18	Jun-18
Continuing Contract for Wastewater Gravity Lines Rehabilitation	Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form Lining method	Palm Beach County WUD	Hassan Hadjimary	(561) 493-6000	hhadjimary@pcbwater.com	8100 Forest Hill Blvd. West Palm Beach, FL 33413	$ 2,331,350.00	Nov-14	Mar-17
Deerfield Rehab Lift Stations	4 Lift Station dry can conversions	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@dearfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	$ 391,710.00	Dec-17	Mar-17
Lift Station 41 Upgrades	Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, onsite discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work.	City of Winter Garden	Jim Monahan	(407) 656-4111	jmonahan@cwgdn.com	300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787	$ 382,420.95	Oct-17	Jul-18
Ponte Verda Sanitary Sewer Manhole Rehabilitation - Group 1 Master Contract	Rehabilitate 49 sanitary sewers manholes	St. Johns County	James Overton	(904)209-2614	joverton@sjcfl.us	1205 State Road 16, St. Augustine, FL 32084	$ 210,288.50	Oct-17	May-18
Ponte Verdra Sanitary Sewer MH	Rehabilitate fifty (50) sanitary sewers manholes	Board of County Commissioners St. Johns County Florida	James Overton	(904) 209-0150	joverton@sjcfl.us	500 San Sebastian View St. Augustine FL 32084	$ 190,574.00	Dec-17	May-18
Lift Station C-18 Rehabilitation	installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 310,932.50	Nov-17	Jan-18
Lift Station C-18 Rehab	Rehab of existing wet well and installation of a Generator	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 269,350.00	Sep-18	Jan-19

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station V-10 Rehabilitation	Rehabilitation of the existing LiftStation V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections.	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 236,500.00	Jun-17	Jul-17
M-08 Lift Station Replacement	Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, above-grade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing Lift Station M-08 wet well to a manhole	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 354,000.00	May-17	Nov-17
Lift Station 7 & 8 Improvement	Lift Station Improvements	City of Clearwater	Jeff Walker	(727) 562-4827	Jeff.walker@myclearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	$ 1,064,030.00	Oct-17	Aug-18
Master Pump Station Rehabilitation	Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration	City of Clewiston	Danny Williams	(863) 983-1484	danny.williams@clewiston-fl.gov	115 W Ventura Ave, Clewiston, FL 33440	$ 997,356.30	May-17	Apr-18
Lift Station T-26 Rehabilitation	Rehabilitation of Lift Station T-26 to include rehabilitation of existing wet well demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation	Brevard County	Craig Helping	(321) 633-2089	Craig.Helpling@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	$ 128,450.00	Jan-18	Jun-18
Lift Station T-26 Rehab	Rehab of Lift Station including pipes, pumps, and electrical	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 148,450.00	Jan-18	Jun-18
Lift Station S-05 Rehab	Install of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 467,500.00	Apr-18	Aug-18
Master Lift Station Generator Replacement	Remove existing generator and turn over to owner, Remove all wiring associated with existing generator system between generator and ATS and replace with new, Provide new 80kW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer	City of Atlantis	Joseph Kusnir	(561) 242-0028	stormwaterj@gmail.com	260 Orange Tree Drive, Atlantis, FL 33462	$ 57,100.00	Jan-18	Feb-18
Master LS Generator Replace	Installation of a generator at the master lift station	City of Atlantis	Mo Thornton	(561) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	$ 57,100.00	Jul-17	Feb-18
Australian Ave Sanitary Sewer & Parking Lot Improvements	Gravity sanitary sewer replacement, pavement removal and reconstruction	Town of Palm Beach	John Cairnes	(561) 838-5440	john.cairnes@mockroos.com	951 Okeechobee Drive, West Palm Beach, FL 33401	$ 228,580.00	Jun-17	Oct-17
Wastewater Lift Station No. 8 & 16	Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation	City of St. Pete Beach	Ian Wade	(727) 363-9254	iwade@stpetebeach.org	155 Corey Avenue, St. Pete Beach, Florida 33706	$ 544,431.43	Apr-17	Dec-17
Melaleuca & Kirk Road	Remove and Replace approximately 270LF of 60" RCP with new headwall south of the intersection of. Kirk Rd and Melaleuca Lane.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 198,000.00	Aug-17	Nov-17
WO #10 Woolbright Inlets	Remove and replace 24' of 18" RCP piping and type P6 inlet top and bottom approcimately 8' deep within edge of roadway	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 98,000.00	Apr-17	Jun-17
WO #12 Aladdin	Remove and Replace approximately 76LF of 36" RCP at 3860 Aladdin Avenue.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 75,200.00	Feb-17	Mar-17
WO #13 Kirk storm part 2	Rehabilitation of approximately 447 LF of 48 - 60"" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 171,700.93	Jul-17	Sep-17
WO#16 Lyon Forest Hill	Drainage Improvements per project scope and drawings	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 101,659.32	Jun-18	Sep-17
WO #18 Florida Blvd	Drainage Improvements 24"	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 50,461.06	Jul-17	Aug-17
WO#19 Riverside	Drainage Improvements 18", Driveway and Curbing Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 58,250.00	Aug-17	Sep-17
Riverside	Drainage Improvements 18", Asphalt Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 31,395.30	Aug-17	Nov-17
Lift Station #22 - S&L Replacement	Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 59,580.00	Aug-17	Feb-18
Lift Station M18	Rehabilitation to lift station M-18	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 123,700.00	Aug-17	Nov-17
Lift Station #1 Rehabilitation	Lift Station #1 Rehabilitation	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmyser@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	$ 510,000.00	Sep-17	Feb-18
Lift Station 7 -17WW07	Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmyser@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	$ 289,000.00	Nov-17	May-18
Seminole County 10 LS Rehab 2017	Rehabilitation to 10 lift stations across the County	Seminole County	Jeff Lane	(407) 665-2558	jlane@seminolecountyfl.org	4903 Wayside Dr, Sanford, FL 32771	$ 539,636.66	Oct-17	Nov-17
Palm Beach County Lift Station Rehabilitation Continuing Construction Contract	Complete electrical system at Lift Station No. 21	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 531,643.60	Sep-17	Mar-18

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Replacement Lift Station 21	Replacement of Lift Station 21	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 520,568.78	Sep-17	Mar-18
Pipe Draining and Video, And Drainage Repair on Various State Roads	Drainage repair district wide	FDOT	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	$ 306,580.00	Oct-17	Jun-17
Lift Station T-04 Rehab	Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 195,172.81	Jul-18	Nov-18
Lift Station 29 Replacement	to provide maintenance and construction for water, wastewater and reuse projects	City of Altamonte Springs	Karen McCullen	407-571-8335	kmccullen@altamonte.org	225 Newburyport Avenue, Altamonte Springs, FL 32701	$ 850,000.00	Sep-16	Jul-17
2016 Telemetry Information Management System Upgrade	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcbarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 1,462,251.50	Feb-17	Aug-18
Greenacres Drainage Improvements	Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue	City of Greenacres	Zach Gamble	(561) 642-2013	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, FL 33463	$ 311,148.50	Jun-17	Oct-17
2017 Storm drain Pipe Lining	perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes	City of Ormond Beach	Alex Schumann	(386) 676-3306	Alex.Schumann@ormondbeach.org	22 South Beach Street, Ormond Beach, FL 32174	$ 268,210.00	Mar-17	Jul-17
Lining - 16-092	10,000 LF Lining	Palm Beach County WUD	Pollop Phonpornwithoon	(561) 493-6123	pphonpornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 99,621.50	Nov-16	Apr-17
Lift Station 139 Minor Rehab	Lift Station 139 Minor Rehab	City of Sunrise	Joe Mazzella	(954) 572-2277	jmazzella@cityofsunrise.gov	14150 NW 8th St, Sunrise, FL 33325	$ 41,200.00	Apr-18	May-18
Sand Dollar LS 3 & 4 Repairs	Improvements to the Sand Dollar 3&4 Lift Station	St. Johns County Utility Department	James Overton	(904) 209-2614	joverton@sjcfl.u	1205 State Road 16, St. Augustine, FL 32084	$ 119,490.00	Jul-18	Sep-18
Lift Station #44 - CWPB	install vertical pumps, motors, and pump control valves, including all accessories	City of West Palm Beach	Yanice Mercado	561-494-1061	YMercado@wpb.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	$ 838,153.00	May-18	Sep-19
Blue Cypress Lake Rd Culvert	replacement of an existing culvert crossing; Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control	Indian River County	Kristen Leiendecker	(772) 226-1416	kleiendecker@ircgov.com	1800 27th Street, Vero Beach, FL 32960	$ 176,000.00	Apr-18	Jun-18
Lift Station # 3 - Lining	Gravity sewer main lining in lift station #3 basin area	City of North Lauderdale	George Krawczyk	(954) 597-4754	gkrawczyk@nlauderdale.org	701 Southwest 71st Ave, North Lauderdale, FL 33068	$ 136,609.00	Mar-18	Oct-18
Earman River Trans Pump Stat	Install a water detection switch in the main mops pump station; install a manufactured pump station in a fiberglass wet well with 2 40 HP main water pumps	Village of North Palm Beach	Adam Swaney	(561) 691-3442	aswaney@engenuitygroup.com	501 US Highway One, North Palm Beach, FL 33408	$ 346,680.00	Aug-18	Sep-18
Manhole Rehab - Tarpon Springs	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	Rodney Rainey	(727) 942-5615	rrainey@ctsfl.us	324 East Pine Street, Tarpon Springs, FL 34688	$ 33,975.00	May-18	Jul-18
Emerg Sewer Repair - Seaport	Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. ($2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at $500/hour.)	Village s of Seaport Condominium Association Inc.	Betty Walsh	(321) 748-6400	VOS-Manager@cfl.rr.com	120 Seaport Blvd, Cape Canaveral, FL 32920	$ 6,500.00	Apr-18	May-18
Rock Creek Manholes	Manhole Coating	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 19,665.00	Apr-18	May-18
Utilities Complex Electrical	Electrical work utl storage building	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 19,780.00	May-18	Jun-18
Lift Station #16 Piping	LS Piping	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 14,520.00	May-18	Jun-18
Emergency - Belle Glade SEPTIC	Emergency - Belle Glade SEPTIC	Palm Beach County WUD	Gerado Castellano	(561) 493-6033	gcastellano@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 38,325.00	Jun-18	Jul-18
Garden Lakes	Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair	Seminole County	David Omberg	(407) 665-5699	domberg@seminolecountyfl.gov	500 West Lake Mary Blvd, Sanford, FL 32773	$ 86,702.00	May-18	Jun-18
Top Slab Replacement	8' diameter concrete top slab, H-20 hatch	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	$ 8,700.00	Jun-18	Jul-18
Construction Services for Brighton Reservation	Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation	Seminole Tribe of Florida	Emran Rahaman	(954) 966-6300	emranrahaman@semtribe.com	6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024	$ 100,706.00	Feb-19	Apr-19
Lift Station No. 4 Minor Rehabilitation	Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electricalequipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements	City of Sunrise	Mark Pacitti	(954) 572-2272	mpacitti@sunrisefl.gov	10770 West Oakland Park Blvd. Sunrise, Florida 33351	$ 89,947.20	Jan-19	Feb-19
Water and Sewer Lines Abandonment Project	abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants	City of Lauderdale Lakes	Masqood Nasir	(954) 535-2700	mmnasir@lauderdalelakes.org	4300 NW 36th Street Lauderdale Lakes, FL 33319	$ 81,981.41	Jan-19	Jul-19
Lift Station 383 - Rehabilitation	Lift station rehab for #83, Is required to remove the existing leaking wet well liner, repair leaks and coat well.	City of Miramar	Jim Frawley	(954) 602-3115	jfrawley@miramarfl.gov	2300 Civic Center Place Miramar, FL 33025	$ 52,862.00	Apr-19	May-19
Gravity Sewer	Gravity sewer main claning, bypass pumping, install of 11,017 LF of 8'' CIPP liner	City of Zephyrhills	Mike Perry	813-780-0000	Mperry@ci.zephyrhills.fl.us	39825 Alston Ave Zephyrhills, FL 33542	$ 343,828.31	Oct-18	Dec-18
Big Crest Haven LS Rail Replacement	Remove and replace SS guide rails and brackets vaccum truck (for cleaning)	Village of Palm Springs	Andrew Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	$ 9,330.00	Feb-19	Feb-19
Lift Station 5133 Emergency Repairs	Remove and Replace - (3) -10" Riser Pipes from the Base Elbow up to the Check Valve - Triplex Remove and Replace T- Rails Supply and Install 24"-30" Plug Re-Anchoring of the Elbows as needed	Palm Beach County WUD	Gerardo Castellano	561-493-6033	GCastellano@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	$ 57,200.00	Jan-19	Feb-19
Palm beach traveler RV Park	Emergency removal and replacement of up to 10 LF of 8" sewer pipe in the Palm Beach Traveler Park.	Palm Beach Trailer RV Park	Bob Wolf	216 905 6202	Info@palmbeachtravler.com	6159 Lawrence Rd Lake Worth, FL 33462	$ 27,800.00	May-19	Jun-19
Lift Station S-08 Replacement	The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station S-08 Replacement, as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	$ 468,250.00	Aug-18	Aug-19

Hinterland Group Inc
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

As of: 12/18/2020
CIPP Roster: Position, Experience, Expertise, Licenses

Name	Position	Years of Experience	Expertise	Licenses
Kaj Rasmussen **Percentage of time Assigned to Work:** - As Needed	Operations Manager	23	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT
Butch Forrester **Percentage of time Assigned to Work:** - As Needed	Project Manager	22	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT Geophysical Survey
Gerardo Pulido **Percentage of time Assigned to Work:** - As Needed	Superintendent Foreman	26	Vac Truck Operation Liner Installation Liner Curing	CDL TANKER FDOT MOT
Carlos Angulo **Percentage of time Assigned to Work:** - As Needed	Laborer	3	Liner Curing Liner Installation	FDOT MOT
Yasmani Perez **Percentage of time Assigned to Work:** - As Needed	Laborer	3	Liner Curing Liner Installation	CDL Tanker Cert Hazmat Cert
Guillermo Falcon **Percentage of time Assigned to Work:** - As Needed	PACP Specialist	18	CCTV Robotic Service- Grouting / Pressure Testing Reconnection	PACP CDL
Jaime Pereira **Percentage of time Assigned to Work:** - As Needed	Boiler Operation- Manager	3	Liner Curing Vac Truck Operation Liner Installation	CDL Tanker Cert
Ivan Pulido **Percentage of time Assigned to Work:** - As Needed	Robotics Operator / Mechanic Laborer	11	Liner Curing, Liner Installation Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	CDL

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

As of 8-17-21

Installed Liner Quantities

	Avg Diameter	Total Footage Installed
Palm Beach County / R&B	8.586750789	276521
Homestead	7.8203125	20525
Lake Park	32.33333333	1298
Cypress Lakes HOA	27	822
Winter Springs FDOT-E5U37	34	672
City of Palmetto	18	93
Charlotte County	24.47692308	38411
FDOT Martin County	19.5	1877
Desoto	24	157
Bradenton	9.096153846	10127
Delray	9.629411765	25139
Lauderdale by the Sea	8.665322581	19293.9
Golden Bear Properties	27	858
Ormond Beach	20	2842
Clay County	34.90909091	1525
Cape Coral	8.177884615	15054
Manatee County	21.33510638	13856
Riviera Beach	8	1298
Tampa	10.20673077	26181
City of West Palm Beach	14.40140845	21878
Clearwater	11.80769231	31511.7
Zephyrhills	8.623853211	34633
Lake Worth	12.75	1722
Bartow	15.875	509
Maitland	8	1144
Nassau County	36	995
Mangonia Park	8	12795
Village of Golf	9.694444444	2309
Town of Lantana	10	20000
Lantana Airport	19.2	606
FGUA	8	6000
City of Lake City	12.25	8856
Seminole County	10.55147059	17020
Colonial Estates HOA	8	3500
City of Maitland	8	2136
Sebring	8	1685
Miramar	9	375
N Lauderdale	7.875	24873

Palm Beach Gardens	26.76923077	1379
Polk County	20.28942308	51455
Loxahatchee River/Jupiter	10.74202128	29140
Martin County	27.2195122	6109
Mulberry	8.833333333	3391
Stuart	9.022727273	3329
Seminole Tribe	8	3353
Hickory Ridge	18	92
Fort Lauderdale	19.5	1395
FLO-TECH FDOT	18.85714286	463
Cypress Lakes	23.28358209	7087
Dade County (Miami)	7.822222222	22722
River Ridge	18	510
Santa Rosa County	39.53846154	981
Okeechobee	24	63
Naples	12.25	14092
Cooper City	7.708333333	9344
Pensacola ECUA	8.076446281	49926
Palm Coast	44	828
Orange County	8.049479167	79380
Pipers Landing	28.5	750
Coral Ridge	23.57142857	916
Largo	8.262886598	25908
Lantana	12.425	2577
Lands End	18	32
FPL	18	356
Lee County	27	972
Tequesta	22.82142857	4895
Sarasota	8.021551724	23347
Maestre	7.75	352
Titusville	25.90909091	3952
Lakewood Villas	7.75	387
Ocean Ridge	8.875	500
Palm Bay	24	188
Brevard	25.5	266
SWA Leachate	12	470
Englewood	7.75	15217
St Lucie	20.25	511
Lauderdale Marine	15	236
Georgetown	24	688
Goldsboro	7.75	3502
Newberry	7.75	1405
Wellington	17.57142857	2832
Village of North Palm Beach	36	620
Atlantis	7.75	875
PGA Village	31.5	338
Bay County	31.36363636	1618

Breakfast Point	60	159
Hallandale	18	18
TOTAL FOOTAGE		**1,028,023.6**

Hinterland Group Inc.
2051 w Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 640-3503

Date: 7/13/2020

Personnel Resume's		Years of CIPP Experience
Field Superintendent	Kaj Rasmussen	29
	Dario Montanez	29
Installation Foreman	Israel Pulido	25
	Leo Rivera	10
	Tim Mulligan	28
Boiler Tech	Luis Martinez	4
	Calixto Oyaga	20
	Alberto Martel	2
Lateral Cutter	Brian Catlin	5
	Pedro Montanez	18
	Nelson Colón Santiago	10
	Butch Forester	22
CCTV Inspection	Marvin Vicente	5
	Matthew Livermore	4
	Geimar Pino	7
CCTV Inspector	Brett Konchak	5
	Cory Nidetz	3

Prepared By: Brett Konchak- CIPP Director of Operations

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at **(561) 640-3503**

REFERENCE LIST

Owner	Project Title	Completion Date	Contact Information	Cleaned, Televised and Lined Linear Footage	Diameters
Palm Beach County Water Utilities Department	12-063, 14-088, 16-092, 17-016, 16-092	On going	Contact: Pollop Phonpornwithoon Phone: 561-493-6154 PPhonpornwithoon@pbcwater.com	**255,746**	8"-24"
City of Clearwater	Sanitary Sewer Rehab – Section A CIPP – Annual Contract	Annual Contract held since February, 2015	Contact: Rose Lara Phone: 727-224-7062 Rose.Lara@myClearwater.com	**28,225**	8" to 24"
Palm Beach Gardens	StormWater Project	On Going	Contact: Daniel Widdick 561-804-7044 dwiddick@pbgfl.com	**1,379**	12"-36"
Polk County	Storm Water Project	On Going	Contact: Doug Gable 863-535-2285 DougGable@polk-county.net	**37,992**	15"-36"
Charlotte County	Storm Sewer Rehab.	On Going	Contact: Randy Vowell 641-575-3680 Randy.Vowell@charlottefl.com	**24,566**	12"-72"
N Lauderdale	I&I Program	On Going	Contact: George Krawczyk, P.E., CFM 954-724-7070 gkrawczyk@nlauderdale.org	**24,873**	8"-10"
Manatee County	Storm Improvements	On Going	Contact: Clint Rimer 941-708-7430 clint.rimer@mymanatee.org	**13,441**	12"-36"
Martin County	Stormwater Infrastructure	On Going	Contact: Nick Muzia 772-288-5761 nmuzia@martin.fl.us	**5,229**	12"-60"
Zephyrhills	I&I Program	Jan, 2017	Contact: Joey Theel 813-780-0006 JTheel@ci.zephyrhills.fl.us	**34,633**	8"-12"
City of Naples	CIPP Lining	On Going	Contact: Bob Dorta 239-213-5117 rdorta@naplesgov.com	**14,092**	12"-36"
City of Largo	CIPP Lining	On Going	Contact: Brian Highnote 727-587-6713 X 4402 bhighnote@largo.com	**21,964**	12"36"
Town of Palm Beach	E-3 Forcemain Rehabilitation	November, 2014	Contact: Doug Terry Phone: 561-838-5440 Dterry@townofpalmbeach.com	**6,000**	12" Force main
Town of Lantana	CIPP and Manhole Rehab 2015	June, 2015	Contact: Darrell Blom Phone: 561-540-5750 Dblom@lantana.org	**20,000**	8" to 12"
City of Delray	CIPP Lining	On going	Contact: Spencer Britt Phone: 561-243-7164 Britt@mydelraybeach.com	**25,139**	8"-12"
Ormond Beach	I&I Program	July, 2017	Contact: Alex Schuman 386-676-3306 Alex.Schumann@ormondbeach.org	**2,842**	12"-36"

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at **(561) 640-3503**

City of West Palm Beach	Master of Contract for Sanitary Sewer and Stormwater Piping CIPP	Annual Contract Held Since September 2015	Contact: Daniel Roberge Phone: 561-494-1053 Droberge@wpb.org	**20,499**	8" to 36"
Town of Mangonia Park	I&I Program	December, 2016	Contact: David Frodsham Phone: 561-681-5269 Dfrodsham@cgasolutions.com	**12,795**	8"
Lauderdale by the Sea	I&I Program	On going	Contact: Don Prince Phone: 954-640-4233 Email:DonP@lauderdalebythesea-fl.gov	**19,293**	8"-12"

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

GULFSTREAM RD STORMWATER IMPROVEMENTS

Addendum No. 1

December 24, 2021

BIDS DUE: 2:00 PM, Local Time, January 11, 2022

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 **GULFSTREAM RD STORMWATER IMPROVEMENTS** project, fully and completely as if the same were fully set forth herein.

IN THE SPECIFICATIONS

1. Section #00410, Bid Form, Page 00410-4:

   ADD:
   Add the cost of $5,000.00 to item 23 Irrigation Restoration allowance on page 00410-4 of the bid form.

Receipt acknowledged and conditions agreed to the 24 day of December, 2021.

Hinterland Group Inc.
Bidder

By Chase Rogers, Project Director

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 REVISED SHEET 00410-4

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: *Is there an engineer's estimate or budget available?*

Response 1: **$600,000**

Question 2: *I noticed that there is an irrigation allowance on the bid sheet, but there was no dollar value assigned to it. Will the bid sheet be updated or is that a number that we assume?*

Response 2: **In the cost estimate the irrigation restoration allowance is $5,000.00. See attached revised bid breakdown sheet 00410-4.**

Question 3: *Can the road be shutdown at all or will one lane have to remain open at all times?*

Response 3: **Contractor shall maintain access for all property owners to their properties at all times throughout the duration of the project.**

ATTACHMENT 2

REVISED SHEET 00410-4

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY		
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF		
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF		
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA		
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA		
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA		
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA		
19	FPL POLE HOLD	5	EA		
20	SWALE GRADING	5069	SY		
21	SOD RESTORATION	5069	SY		
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA		
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	$5,000	$5,000.00
24	MISC ALLOWANCE	1	LS	$20,000	$20,000.00
25	REQUIRED TESTING	1	LS		
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS		
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC...)	1	LS		
Total of All Unit Price Bid Items					**$**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0153 BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B20.531621 - 07/14/20	$99.00	B40171103

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2018108321
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2446

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B20.531569 - 07/14/20	$99.00	B40156237

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2015082364
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2445

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	DUKE DANIEL AMOS III	CUC1224634	B20.531393 - 07/14/20	$27.50	B40140406

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201139576
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2443

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

ITB NO. 2022B-004
GULFSTREAM RD STORMWATER IMPROVEMENTS

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Gulfstream Rd Stormwater Improvements** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 PM** local time on **January 11, 2022**. At **2:30 PM** all Bids received will be publicly opened and read. The Project consists of demolition, drainage pipe and structure installation, swale grading, driveway construction, and sodding within the Gulfstream Road Right of Way from Lake Worth Road to Lakewood Road and from the L-11 canal to 10th Avenue North.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from Craven Thompson & Associates, Inc. on Mondays through Fridays between the hours of **8:00 AM and 5:00 PM**. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of $ **50.00** , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Craven Thompson & Associates, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ **50.00** per set, payable to "Craven Thompson & Associates, Inc.". The City Consulting Engineer Leonard Z. Gamble, P.E. can be contacted at either zgamble@craventhompson.com or 561-501-5718.

A virtual pre-bid conference will be held at **10:00 AM** local time on **December 21, 2021,** via GoToMeeting. Attendance at the pre-bid conference **is not** mandatory.

Non-Mandatory Pre-Bid Conference – December 21, 2021, at 10:00 AM

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

- Registration: https://attendee.gotowebinar.com/register/4515945363465610256 Web ID # 234-774-515
- Phone: United States 1 (562) 247-8422 Web ID# 446-369-625

Bid Opening – January 11, 2022, at 2:30 PM

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

- Registration: https://attendee.gotowebinar.com/register/7585972043727833101 Web ID 682-100-659
- Phone: United States 1 (562) 247-8422 Web ID #540-604-896

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 3, 2022,** at **5:00 PM** local time.

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 limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner:	**Village of Palm Springs**
By:	**Kimberly Wynn**
Title:	**Village Clerk**
Date:	**December 9, 2021**
Publication:	Lake Worth Herald, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

ITB NO. 2022B-004

GULFSTREAM ROAD STORMWATER IMPROVEMENTS PROJECTS

Virtual E-Bid Opening - January 11, 2022

Staff Present:

Walt Sanchez, VPS Project Manager
Kimberly Wynn, VPS Village Clerk
Zach - Craven Thompson - Consultant Engineer

Meeting Start: 2:30 PM

Meeting End: 2:37 PM

NAME	Email	ADDRESS	Lump Sum
CK Contractors and Development, LLC	mgriffin@ckcdllc.com	1100 Technology Place, Suite 122 West Palm Beach, FL 33407	$ 1,007,139.00
Hinterland Group	chaserogers-info@hinterlandgroup	2051 W Blue Heron Blvd. , Riviera Beach, Florida 33404	$ 837,700.00

GULFSTREAM ROAD DRAINAGE IMPROVEMENTS

BID SET

VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

N/A. PROJECT LIMITS WITHIN CITY RIGHT OF WAY.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

CONTACTS:

OWNER: VILLAGE OF PALM SPRINGS
CONTACT: KIM GLAS-CASTRO, INTERIM PUBLIC SERVICE DIRECTOR
PHONE:(561)-584-8200

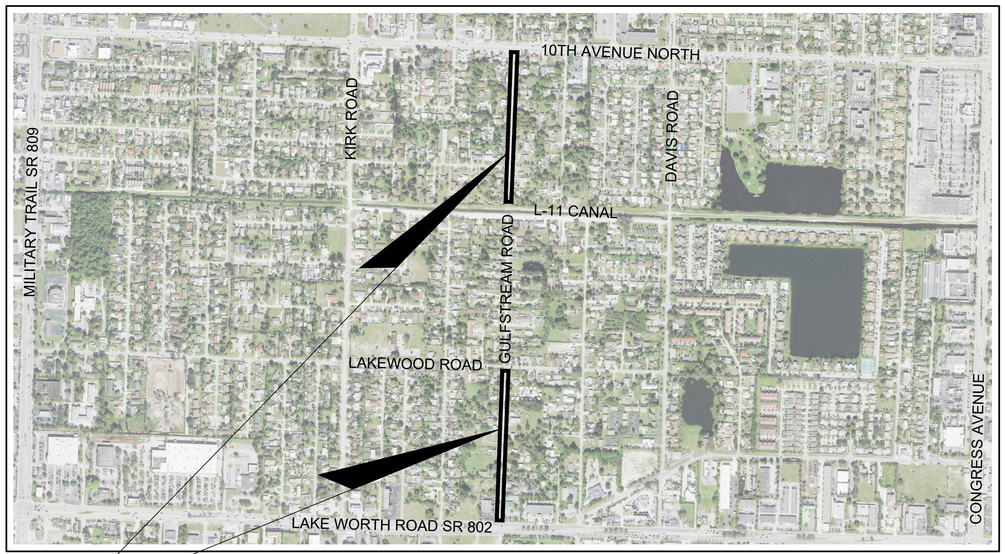
ENGINEER OF RECORD: CRAVEN THOMPSON & ASSOCIATES, INC.
CONTACT: LEONARD Z. GAMBLE, P.E.
PHONE:(954)-739-6400

BUILDING DEPARTMENT: VILLAGE OF PALM SPRINGS
CONTACT: IRAMIS CABRERA
PHONE:(561)-965-4016

LAKE WORTH DRAINAGE DISTRICT
CONACT:NICOLE SMITH
PHONE: (561)-498-5363

UTILITY:PALM BEACH COUNTY WATER UTILITY DEPARTMENT
CONTACT: RICHARD NOLAN
PHONE:(561)-493-6000

POWER COMPANY: FLORIDA POWER &LIGHT
CONTACT: BRADLEY FERRARO
PHONE:(561)-616-1611



LOCATION MAP

SECTION 19, TOWNSHIP 44S, RANGE 43E

SHEET INDEX		
SHEET NO.	DESCRIPTION	REV
C-1	COVER SHEET	
C-2	GENERAL NOTES & SPECIFICATIONS	
C-3 TO C-6	DEMOLITION PLAN	
C-7 TO C-10	PAVING, GRADING, & DRAINAGE PLAN	
C-11 TO 14	EROSION CONTROL PLAN	
C-15	PAVING, GRADING, & DRAINAGE DETAILS	

REV. #	DESCRIPTION	DATE

BID NO 22B-004

DATE: 12/09/21

COUNCIL MEMBERS

MAYOR:	BEVERLY "BEV" SMITH
VICE MAYOR:	GARY M. READY
MAYOR PRO TEM:	DOUG GUNTHER
COUNCIL MEMBER:	PATTI WALKER
COUNCIL MEMBER:	JONI BRINKMAN

PREPARED FOR:

VILLAGE OF PALM SPRINGS

PUBLIC SERVICE DEPARTMENT
226 CYPRESS LANE, FL 33461
TEL: 561.584.8200

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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Leonard Z. Gamble
Florida P.E. No. 65921

CTA PROJECT NUMBER:20-00069-001-01

I. APPLICABLE CODES

A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF VILLAGE OF PALM SPRINGS & ALL OTHER LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE.

B. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.).

D. WITHIN THE VILLAGE OF PALM SPRINGS JURISDICTIONAL RIGHT-OF-WAY, ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH VILLAGE OF PALM SPRINGS SUBDIVISION AND LAND DEVELOPMENT CODE.

E. TRENCH SAFETY ACT

1. ALL TRENCH EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH CHAPTER 90-96 OF THE LAWS OF FLORIDA (THE TRENCH SAFETY ACT).

2. ALL TRENCH EXCAVATION IN EXCESS OF 5 FEET IN DEPTH SHALL BE UNDERTAKEN IN ACCORDANCE WITH O.S.H.A. STANDARD 29 CFR. SECTION 1926.650 SUBPART P.

3. A TRENCH SAFETY SYSTEM, IF REQUIRED, SHALL BE DESIGNED BY THE CONTRACTOR.

F. ASBESTOS CEMENT PIPE (ACP), AND TRANSITE PIPE, CONTAIN ASBESTOS MATERIAL. ALL ASBESTOS CONTAINING MATERIALS SHALL BE HANDLED AND DISPOSED OF IN ACCORDANCE WITH THE CURRENT LOCAL, STATE AND FEDERAL REGULATIONS. THIS INCLUDES THE CUTTING, PLUGGING AND DISPOSAL OF EXISTING ACP OR TRANSITE WATER MAIN PIPES.

G. ALL HANDICAP ACCESSIBLE AREAS TO CONFORM WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, LATEST EDITION.

H. IN THE EVENT OF A CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND THE REQUIREMENTS OF ANY JURISDICTIONAL AUTHORITIES, THE MORE STRINGENT REQUIREMENT SHALL APPLY.

II. PRE-CONSTRUCTION RESPONSIBILITIES

A. FOR WORK WITHIN VILLAGE OF PALM SPRINGS JURISDICTIONAL RIGHT-OF-WAY, PLAN APPROVAL, CITY COUNCIL APPROVAL AND PERMIT ISSUANCE ARE REQUIRED PRIOR TO SCHEDULING PRE-CONSTRUCTION CONFERENCE.

B. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS AND THE ENGINEER OF RECORD.

C. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL CERTIFICATION NUMBER AND FIELD MARKINGS AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION, CALL 811.

D. LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE EXISTING FACILITIES SHOWN OR FOR ANY EXISTING FACILITY NOT SHOWN. THE CONTRACTOR SHALL VERIFY THROUGH VACUUM EXCAVATION & TEST HOLE METHODS, THE ELEVATIONS AND LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE ISSUE.

E. THE CONTRACTOR SHALL COORDINATE W/ OTHER UTILITY OWNERS TO LOCATE, IDENTIFY OR RELOCATE EXISTING UTILITIES AS REQUIRED. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THIS WORK. IT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

F. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN TO THE VILLAGE OF PALM SPRINGS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND CANNOT COMMENCE CONSTRUCTION PRIOR TO APPROVAL OF THE M.O.T. PLAN AND INSTALLATION OF THE MEASURES CALLED FOR IN THE PLAN. THE M.O.T. SHALL BE PREPARED SUCH THAT THERE IS ACCESS TO PROPERTIES AT ALL TIMES.

G. THE CONTRACTOR SHALL USE EXTREME CAUTION WORKING UNDER, OVER AND AROUND EXISTING ELECTRIC LINES. THE CONTRACTOR SHALL CONTACT THE FLORIDA POWER & LIGHT TO VERIFY LOCATIONS, VOLTAGE AND REQUIRED CLEARANCES, ONSITE, IN RIGHT-OF-WAYS AND IN EASEMENTS, PRIOR TO ANY CONSTRUCTION IN THE VICINITY OF EXISTING LINES.

H. ALL UTILITY / ACCESS EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION.

I. NO CONSTRUCTION MAY COMMENCE UNTIL THE APPROPRIATE PERMITS HAVE BEEN OBTAINED FROM ALL LOCAL, STATE, AND FEDERAL AGENCIES.

J. ALL REQUIRED GOVERNMENTAL AGENCY BUILDING AND RIGHT OF WAY PERMITS TO BE OBTAINED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITY.

III. INSPECTIONS

A. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS, THE ENGINEER OF RECORD, AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND 24 HOUR ADVANCED NOTIFICATION PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:

1. CLEARING AND DEMOLITION, INCLUDING STRUCTURE AND TREE REMOVAL
2. DRAINAGE PIPE AND STRUCTURE
3. SWALE GRADING
4. SUBGRADE
5. LIMEROCK BASE
6. ASPHALTIC CONCRETE
7. SODDING
8. FINAL

IV. SHOP DRAWINGS

A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: SUBGRADE, LIMEROCK BASE, ASPHALT, DRAINAGE PIPE, CONCRETE, AND DRAINAGE STRUCTURES, TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES

A. GENERAL:

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

B. TRAFFIC REGULATION:

1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). CONTRACTOR IS RESPONSIBLE TO PREPARE AND PROCESS A MAINTENANCE OF TRAFFIC PLAN AND OBTAIN APPROVAL FROM VILLAGE OF PALM SPRINGS PRIOR TO THE START OF CONSTRUCTION.

2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

3. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS, UNLESS IN ACCORDANCE WITH METHODS APPROVED BY THE ENGINEER OF RECORD AND THE VILLAGE OF PALM SPRINGS.

4. THE SAFE WALK ROUTE FOR ALL SCHOOLS WITHIN THE VICINITY OF THE CONSTRUCTION ZONE SHALL BE MAINTAINED DURING THE ARRIVAL AND DISMISSAL OF SCHOOL.

5. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE.

6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING CONSTRUCTION. ANY DEVICE DAMAGED DURING CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTORS EXPENSE. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED IN ACCORDANCE WITH VILLAGE OF PALM SPRINGS STANDARDS.

VI. PAVING

A. GENERAL:

1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED AND TESTED PRIOR TO FINISHED GRADING AND COMPACTION OF SUBGRADE.

2. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.

3. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE CLEANLY SAW CUT TO ENSURE A PROPER JOINT.

B. MATERIALS.

1. LIMEROCK BASE MATERIAL SHALL BE CRUSHED LIMEROCK WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM (60% FOR LOCAL STREETS, DRIVEWAYS AND PARKING AREAS).

2. ASPHALT SURFACES SHALL BE 1 1/2" TYPE S-III ASPHALT (TWO 3/4" LIFTS):
BOTTOM COURSE: 3/4" LIFT OF TYPE S-III ASPHALTIC CONCRETE PAVEMENT FOLLOWED BY 3/4" LIFT OF TYPE S-III ASPHALTIC CONCRETE PAVEMENT ALL MEETING MOST RECENT FDOT STANDARDS THAT INCLUDE TYPE S ASPHALT. TACK COAT PER F.D.O.T. SECTION 300 BETWEEN LIFTS.

3. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI EXCEPT WHERE OTHERWISE SHOWN ON THE PLANS.

4. SIDEWALK CONSTRUCTION SHALL BE CLASS I CONCRETE AND MINIMUM 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS. SAWCUT CONSTRUCTION JOINTS 5 FOOT O.C. WITHIN 48 HOURS OF PLACING. SIDEWALK THICKNESS SHALL BE 4" THICK WITHIN RESIDENTIAL AREAS. SIDEWALK THICKNESS SHALL BE 6" THICK WITHIN DRIVEWAYS AND WITHIN LWDD CANAL RIGHT OF WAY.

5. CURBS : CONCRETE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, SAWCUT CONSTRUCTION JOINTS AT 10 FOOT (O.C.) MAX. SPACING (NO SECTION SHALL BE LESS THAN 4 FEET) WITHIN 48 HOURS OF PLACING.

C. INSTALLATION

1. STABILZED SUBGRADE FOR ROADWAYS SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASTHO T-180 AND HAVE A MIN. L.B.R. OF 40.

2. LIMEROCK BASE COURSE FOR PAVED AREAS SHALL BE COMPACTED TO 98% OF MAXIMUM DRY DENSITY AS PER AASHTO T-180, HAVE A L.B.R. OF 100 AT 8" THICK FOR NEW ASPHALT INSTALLATION. FOR RESTORATION FOLLOW RESTORATION DETAIL FOR BASE THICKNESS.

3. INSTALLATION OF THE BASE COURSE AND WEARING COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR TYPE "S" ASPHALTIC CONCRETE OR THE LATEST REVISION.

D. TESTING

1. THE FINISHED SURFACE OF THE ASPHALT BASE COURSE AND THAT OF THE ASPHALT WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.

2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA.

3. ALL TESTING COSTS SHALL BE PAID FOR BY THE CONTRACTOR.

4. DENSITY TESTS ON THE STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD, AND APPROVED BEFORE ANY LIMEROCK BASE IS CONSTRUCTED.

5. DENSITY TESTS AND AS-BUILTS ON THE FINISHED LIMEROCK BASE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD (E.O.R.) AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED. INCLUDING AS-BUILTS ON PAVED SWALES AND DRIVEWAYS.

VII. PAVEMENT MARKING AND SIGNAGE

1. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION; AND CITY OF VILLAGE OF PALM BEACH (LATEST EDITION) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS (LATEST EDITION).

2. ALL PAVEMENT MARKING AND SIGNAGE DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPLACED IN ACCORDANCE WITH ALL CURRENT CODE REQUIREMENTS FOR PAVEMENT MARKING AND SIGNAGE.

VIII. STORM DRAINAGE

A. GENERAL:

1. CATCH BASIN, YARD DRAIN/INLINE DRAIN & STORM MANHOLE GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.

2. DISTANCES AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.

B. MATERIALS:

1. REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C-76, CLASS III, LATEST REVISION. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALER SHALL BE USED.

2. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AND SHALL MEET THE REQUIREMENTS OF A.S.T.M. SPECIFICATION C-478 AND 65T UNLESS OTHERWISE NOTED IN THE PLANS. THE MINIMUM WALL THICKNESS SHALL BE 6 INCHES AND MINIMUM SLAB THICKNESS SHALL BE 8 INCHES. THE MINIMUM REINFORCING SHALL BE GRADE 60 NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF FC=4000 PSI AT 28 DAYS.

C. INSTALLATION:

1. PIPE BEDDING MATERIAL SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8"-7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS, AND LARGER ROCK SHALL BE REMOVED. BEDDING MATERIAL SHALL BE COMPACTED IN 6" MAXIMUM LAYERS TO ACHIEVE 98% OF THE MAXIMUM DENSITY PER AASHTO T-180. BEDDING MATERIAL SHALL BE PLACED 4" BELOW BOTTOM OF PIPE AND EXTEND TO SPRING LINE OF PIPE.

2. BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL (2" MAX. SIZE), PLACED AND COMPACTED TO ACHIEVE 98% OF THE MAXIMUM DENSITY PER AASTHO T-180, WITH WELL TAMPED LAYERS NOT TO EXCEED 6" TO A HEIGHT 12" ABOVE PIPE. REFER TO UTILITY TRENCH DETAIL WITHIN PLAN SHEETS.

3. PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OF COVER OVER STORM SEWER PIPE AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

4. THE CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS AT LEAST 7 DAYS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

IX. DE-WATERING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING IF DEWATERING PERMIT IS REQUIRED FOR ANY OF THE PROPOSED CONSTRUCTION ACTIVITIES. IF A DEWATERING PERMIT IS REQUIRED, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PREPARE AND SUBMIT A DEWATERING REPORT APPLICATION (PREPARED BY A STATE OF FLORIDA LICENSED ENGINEER OR A REGISTERED PROFESSIONAL GEOLOGIST) TO ALL APPLICABLE AGENCIES FOR PERMIT APPROVAL. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE TESTING AND MONITORING OF THE DEWATERING OPERATIONS AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MEANS AND METHODS OF DEWATERING WHICH WILL BE SET FORTH BY THE DEWATERING PERMIT(S) OBTAINED BY THE CONTRACTOR.

2. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE TESTING AND MONITORING OF THE DEWATERING OPERATIONS AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MEANS AND METHODS OF DEWATERING WHICH WILL BE SET FORTH BY THE DEWATERING PERMIT(S) OBTAINED BY THE CONTRACTOR.

X. NPDES REQUIREMENT

1. AT LEAST TWO (2) DAYS PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CGP "NOTICE OF INTENT (N.O.I.) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND" FORM (DEP FORM 62-621.300(4)(B)) TO FDEP NOTICES CENTER. THE CONTRACTOR WILL BE RESPONSIBLE FOR (AT THE CONTRACTORS EXPENSE) (1) ASSISTING THE OWNER(S) WITH PREPARING, COMPLETING, AND FILING THE N.O.I. AND N.O.T. TO FDEP (2) PREPARING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (REQUIRED PRIOR TO THE NOI SUBMITTAL) (3) IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT WAS REQUIRED TO BE DEVELOPED PRIOR TO THE NOI SUBMITTAL, AND (4) RETENTION OF RECORDS REQUIRED BY THE PERMIT, INCLUDING RETENTION OF A COPY OF THE SWPPP AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL SITE STABILIZATION. A "NOTICE OF TERMINATION (N.O.T.) OF GENERIC PERMIT COVERAGE" FORM (DEP FORM 62-621.300(6)) MUST BE SUBMITTED TO FDEP TO DISCONTINUE PERMIT COVERAGE, SUBSEQUENT TO COMPLETION OF CONSTRUCTION. FOR ADDITIONAL INFORMATION SEE FDEP WEBSITE:

HTTP://WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES.

XI. EARTHWORK

A. EARTHWORK AND SITE PREPARATION

1. THE CONTRACTOR SHALL IMPLEMENT AND BE RESPONSIBLE FOR THE COST REQUIRED TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE EXISTING EARTH AT ITS CURRENT POSITION WITHIN THE EXISTING ADJACENT RESIDENTIAL LOTS OR LAKE ACCESS EASEMENTS ABUTTING THE PROJECT PROPOSED LIMITS OF RE-GRADING, EXCAVATION, OR FILL SUCH THAT NO MATERIAL WITHIN AN EXISTING RESIDENTIAL YARD/LLOT SHALL FAIL OR MOVE FROM ITS CURRENT POSITION TOWARDS THE LAKE EMBANKMENT. THE CONTRACTOR SHALL MAINTAIN THE ACCESS AND SAFE USE OF ALL ADJACENT RESIDENTIAL LOTS BY RESIDENTS AT ALL TIMES SUCH THAT THE PROJECT DOES NOT INTERFERE WITH OR CAUSE A LACK OF ACCESS OR UNSAFE USE OF THE RESIDENTIAL LOT THROUGHOUT THE DURATION OF CONSTRUCTION.

2. ALL TREES, BRUSH, ROOTS, GRASS, WEEDS AND ALL OTHER OBSTRUCTIONS SHALL BE REMOVED FROM WITHIN THE PROJECT LIMITS OF THE AREAS PROPOSED TO BE RE-GRADED, EXCAVATED, OR FILLED .

3. ALL UNSUITABLE MATERIAL SHALL BE REMOVED UNDER THE PROJECT LIMITS OF THE AREAS PROPOSED TO BE RE-GRADED, EXCAVATED, OR FILLED IN SUCH A MANNER THAT WILL NOT CAUSE FAILURE OF THE LAKE EMBANKMENT EITHER ABOVE OR BENEATH THE WATER LEVEL. CONTRACTOR IS RESPONSIBLE FOR THE IMPLEMENTATION AND COST OF DEWATERING, SHORING, OR OTHER REQUIREMENTS TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE LAKE EMBANKMENT ABOVE AND BELOW THE WATER LEVEL.

4. STRUCTURAL FILL SHOULD CONSIST OF INORGANIC, NON-PLASTIC, GRANULAR SOILS CONTAINING LESS THAN 10 PERCENT MATERIAL PASSING THE #200 SIEVE (GP, GW, SP, SW, GW-GM, GP-GM SW-SM OR SP-SM OR A CRUSHED LIME ROCK WITH A 3" MAX. PARTICLE SIZE) BACK FILL MATERIAL PLACED IN LIFTS NOT TO EXCEED TWELVE (12) INCHES IN THICKNESS, AND COMPACTED TO A MINIMUM DENSITY OF 98% OF AASHTO T-180 (MODIFIED PROCTOR). IF THE EXCAVATION EXTENDS BELOW THE GROUND WATER LEVEL, THE EXCAVATION SHOULD BE DEWATERED PRIOR TO STRIPPING AND SITE PREPARATION. THE DEWATERING OPERATION SHOULD BE A WELL POINT OPERATION AND SHOULD OPERATE CONTINUOUSLY UNTIL THE FILL HAS BEEN BROUGHT TO AT LEAST TWO (2) FEET ABOVE THE ORIGINAL GROUND WATER LEVEL. PRIOR TO INITIATING COMPACTION, REPRESENTATIVE SAMPLES OF THE FILL MATERIALS TO BE USED, AS WELL AS ACCEPTABLE EXPOSED IN-PLACE SOILS, SHALL BE COLLECTED AND TESTED TO DETERMINE THEIR COMPACTION AND CLASSIFICATION CHARACTERISTICS.

5. A REPRESENTATIVE NUMBER OF IN-PLACE FIELD DENSITY TESTS SHOULD BE PERFORMED IN THE COMPACTED EXISTING SOILS AND IN EACH 1' LIFT OF FILL MATERIAL OR BACK FILL TO CONFIRM THAT THE REQUIRED DEGREE OF COMPACTION HAS BEEN ACHIEVED. AT LEAST ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 2000 SQUARE FEET OF COMPACTED EXISTING SOIL, SUB GRADE, AND EACH LIFT OF CONTROLLED FILL.

6. ANY DEEP EXCAVATIONS OR TRENCHES REQUIRED FOR THIS PROJECT SHOULD BE ADEQUATELY SHORED TO PREVENT THE SANDY ON-SITE SOILS FROM COLLAPSING INTO THE EXCAVATIONS. ALL APPLICABLE OSHA STANDARDS AND REGULATIONS SHOULD BE ADHERED TO FOR THE SAFETY OF PROJECT CONSTRUCTION PERSONNEL. CONTRACTOR MUST ADHERE TO REQUIREMENTS OF FLORIDA TRENCH SAFETY ACT OF 1990.

XII. PROJECT CLOSEOUT

A. CLEAN UP:

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.

2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTOR SHALL DO, AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

4. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

5. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

XIII. PROJECT RECORD DOCUMENTS:

1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH, MATERIAL AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.

2. UPON COMPLETION OF GRADING MODIFICATIONS THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS. SEE ENGINEERS AS-BUILT REQUIREMENTS.

3. ALL "AS-BUILT" INFORMATION SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

XIX. ENGINEER'S AS-BUILT REQUIREMENTS

A. ALL AS-BUILT LOCATIONS MENTIONED BELOW SHALL PROVIDE COORDINATES (NORTHING AND EASTING) SPATIALLY LOCATED WITHIN STATE PLANE COORDINATES. ALL LOCATIONS (NORTHING AND EASTING) SHALL BE PROVIDED TO THE NEAREST TENTH OF A FOOT. ALSO ALL AS-BUILT LOCATION POINT COORDINATES SHALL BE PROVIDED AT THE CORRESPONDING NORTHING AND EASTING IN AN AUTOCAD FILE.

B. EASEMENT LOCATIONS (NORTHING AND EASTINGS) SHALL BE PROVIDED ON AS-BUILTS.

C. AS-BUILTS OF PROPOSED LAKE BANK CROSS SECTIONS SHALL BE PROVIDED.

D. DRAINAGE AS-BUILTS SHALL BE PROVIDED SHOWING OF ALL DRAINAGE PIPING AND STRUCTURES WHICH SHALL INCLUDE THE FOLLOWING INFORMATION:

1. LOCATION, RIM ELEVATION, INVERTS, BOTTOM OF STRUCTURE, BOTTOM OF POLLUTION RETARDANT BAFFLE AND WEIR ELEVATIONS (IF APPLICABLE) ON DRAINAGE STRUCTURES.

2. LENGTH AND SIZE OF THE PIPING BETWEEN STRUCTURES. SIZE OF THE PIPING SHALL BE VERIFIED BY THE SURVEY CREW AT THE TIME OF AS-BUILT.

3. LENGTH AND SIZE OF EXFILTRATION TRENCH BETWEEN STRUCTURES ALONG WITH THE TOP AND BOTTOM ELEVATIONS OF EXFILTRATION TRENCH. LENGTH, SIZE, TOP OF AND BOTTOM OF EXFILTRATION TRENCH SHALL BE VERIFIED BY THE SURVEY CREW AT THE TIME OF AS-BUILT.

4. CONTROL STRUCTURE AS-BUILTS SHALL INCLUDE, BUT NOT BE LIMITED TO, RIM ELEVATIONS, WEIR

5. ELEVATIONS, BOTTOM ELEVATION OF THE STRUCTURES, BOTTOM ELEVATION OF POLLUTION RETARDANT BAFFLE, AND INVERTS ELEVATIONS OF PIPING.

6. CROSSING INFORMATION BETWEEN PROPOSED DRAINAGE PIPING AND EXISTING AND PROPOSED SEWER MAIN, FORCE MAIN, DRAINAGE, WATER MAIN, UTILITIES, ETC.

E. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS AND "AS-BUILTS", ON FULL SIZE, 24" X 36" REPRODUCIBLE MATERIAL, TWO (2) SETS OF THESE RECORD DRAWINGS AND "AS-BUILTS" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR. ADDITIONALLY, AN ELECTRONIC COPY OF THESE RECORD DRAWINGS AND "AS-BUILTS", SHALL BE SUBMITTED TO THE ENGINEER OF RECORD IN BOTH PDF AND AUTOCAD (VERSION 2010 OR GREATER).

F. FINAL DELIVERABLES SHALL INCLUDE AN AUTOCAD-COMPATIBLE DIGITAL FILE CONTAINING ALL PERTINENT RECORD DRAWING AND "AS-BUILT" INFORMATION (INCLUDING, WATER, SEWER, PAVING, AND DRAINAGE). FILE TO BE SPATIALLY LOCATED WITHIN STATE PLANE COORDINATES.

Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	NAME	DATE		NAME	DATE
DESIGNED BY			DRAWN BY		
CHECKED BY			CHECKED BY		
SUPERVISED BY:					

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

GENERAL NOTES AND SPECIFICATIONS

SHEET NO.
C-2

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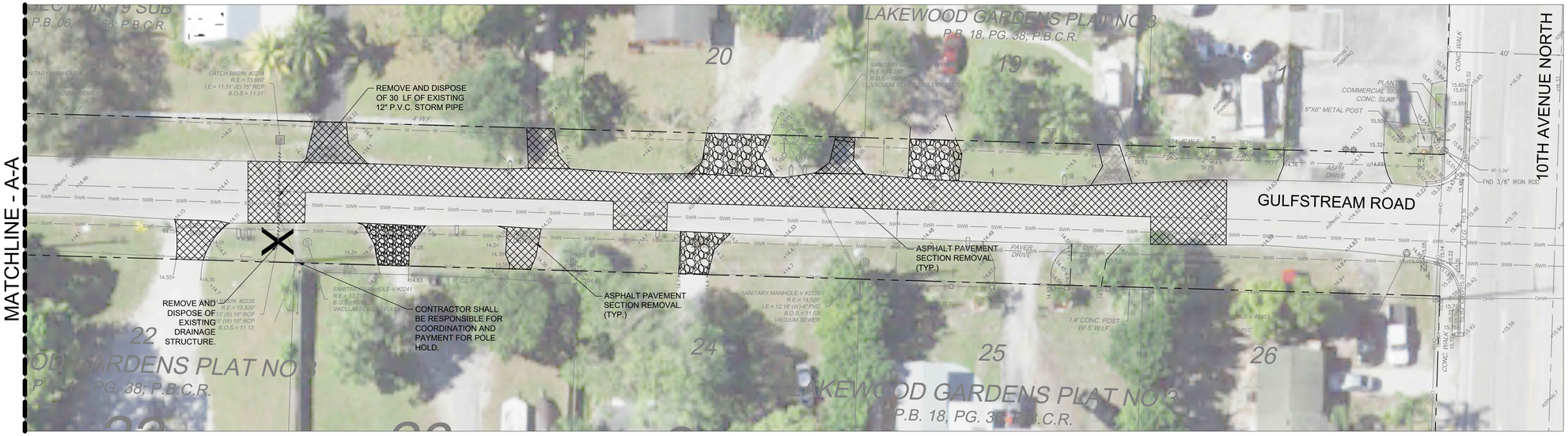
ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988



DEMOLITION LEGEND

- LIMITS OF ASPHALT PAVEMENT SECTION REMOVAL AND DISPOSAL
- LIMITS OF CONCRETE PAVEMENT REMOVAL AND DISPOSAL
- LIMITS OF PAVER DRIVEWAY SECTION REMOVAL AND DISPOSAL
- LIMITS OF GRAVEL/ROCK DRIVEWAY REMOVAL AND DISPOSAL
- REMOVE AND DISPOSE OF EXISTING DRAINAGE PIPE
- REMOVE AND DISPOSE OF EXISTING DRAINAGE STRUCTURE

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB ENTIRE LIMITS OF RIGHT OF WAY INCLUDING BUT NOT LIMITED TO REMOVAL OF SOD AND BRUSH, SMALL SHRUBS, HEDGE REMOVAL, TREE AND TREE ROOT REMOVAL ALONG ENTIRE LENGTH OF PROJECT.

2. ALL ITEMS DAMAGED AS RESULT OF PROPOSED CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR SHALL REPLACE AND INSTALL SOD WHERE IT IS DAMAGED BY PROPOSED CONSTRUCTION.

3. ACCESS TO RESIDENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

4. ALL CONCRETE, ASPHALT, PAVERS, PLASTICS, METAL, GLASS, TRASH AND OTHER ITEMS REMOVED OR DEMOLISHED IN ORDER TO CONSTRUCT THE PROJECT MUST BE PROPERLY DISPOSED OF BY THE CONTRACTOR.

5. CONTRACTOR SHALL RELOCATE AND ADJUST AND RESTORE ALL EXISTING IRRIGATION SYSTEMS IN CONFLICT WITH PROPOSED WORK.

6. ALL EXISTING UTILITY BOX AND CLEANOUT LIDS AND STRUCTURE TOPS OF ALL TYPES SHALL BE ADJUSTED TO FINAL GRADE.

Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	NAME	DATE		NAME	DATE
DESIGNED BY			DRAWN BY		
CHECKED BY			CHECKED BY		
SUPERVISED BY:					

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
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GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

DEMOLITION PLAN

SHEET NO.
C-3

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ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988

0 20' 40'

DEMOLITION LEGEND

- LIMITS OF ASPHALT PAVEMENT SECTION REMOVAL AND DISPOSAL
- LIMITS OF CONCRETE PAVEMENT REMOVAL AND DISPOSAL
- LIMITS OF PAVER DRIVEWAY SECTION REMOVAL AND DISPOSAL
- LIMITS OF GRAVEL/ROCK DRIVEWAY REMOVAL AND DISPOSAL
- REMOVE AND DISPOSE OF EXISTING DRAINAGE PIPE
- REMOVE AND DISPOSE OF EXISTING DRAINAGE STRUCTURE

DEMOLITION NOTES:

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3. ACCESS TO RESIDENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

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6. ALL EXISTING UTILITY BOX AND CLEANOUT LIDS AND STRUCTURE TOPS OF ALL TYPES SHALL BE ADJUSTED TO FINAL GRADE.

Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	NAME	DATE		NAME	DATE
DESIGNED BY			DRAWN BY		
CHECKED BY			CHECKED BY		
SUPERVISED BY:					

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

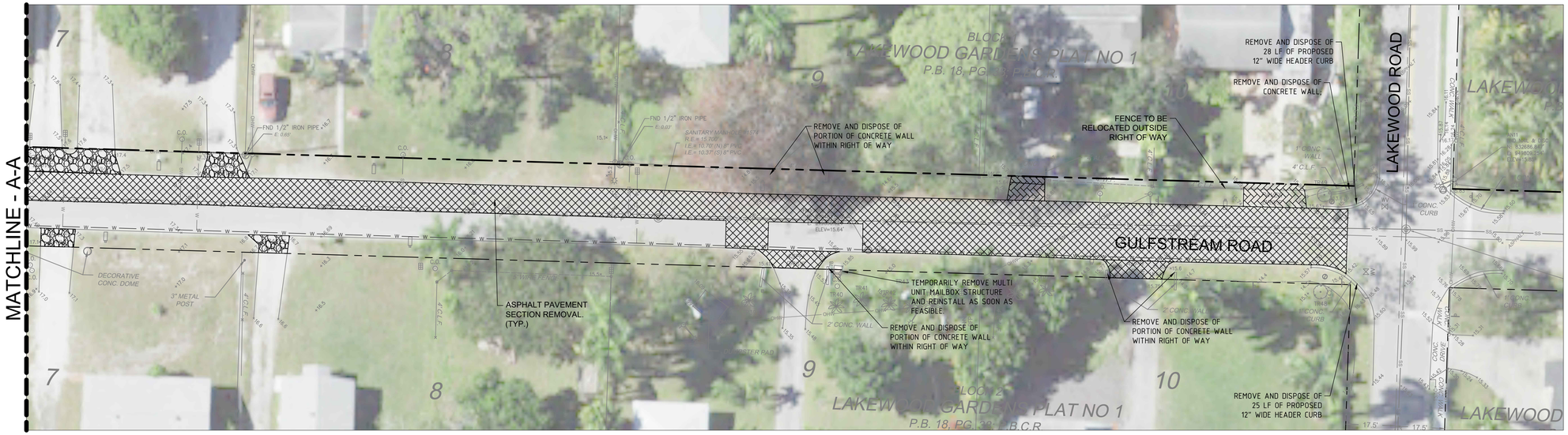
GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

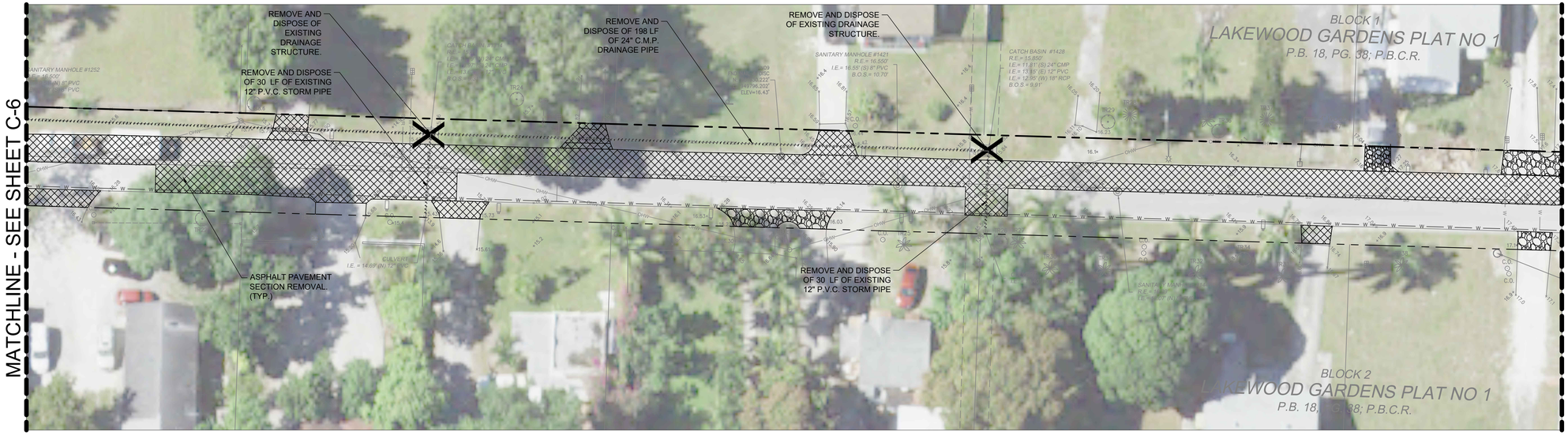
DEMOLITION PLAN

SHEET NO.
C-4

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-DEMO.dwg [C-4] Aug 26, 2021 4:24pm ZGAMBLE

ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988





DEMOLITION LEGEND

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- LIMITS OF CONCRETE PAVEMENT REMOVAL AND DISPOSAL
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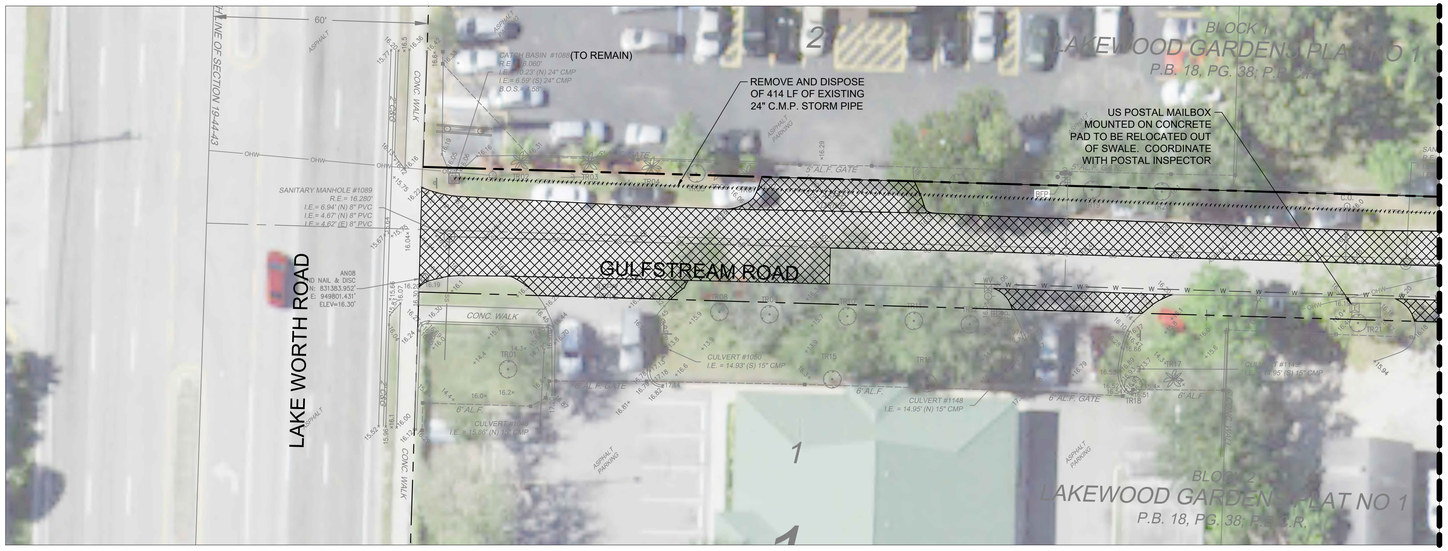
GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

DEMOLITION PLAN

SHEET NO.
C-5

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-DEMO.dwg [C-5] Aug 26, 2021 4:31pm ZGAMBLE

ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988



MATCHLINE -SEE SHEET C-5

0 20' 40'

DEMOLITION LEGEND

- LIMITS OF ASPHALT PAVEMENT SECTION REMOVAL AND DISPOSAL
- LIMITS OF CONCRETE PAVEMENT REMOVAL AND DISPOSAL
- LIMITS OF PAVER DRIVEWAY SECTION REMOVAL AND DISPOSAL
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GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

DEMOLITION PLAN

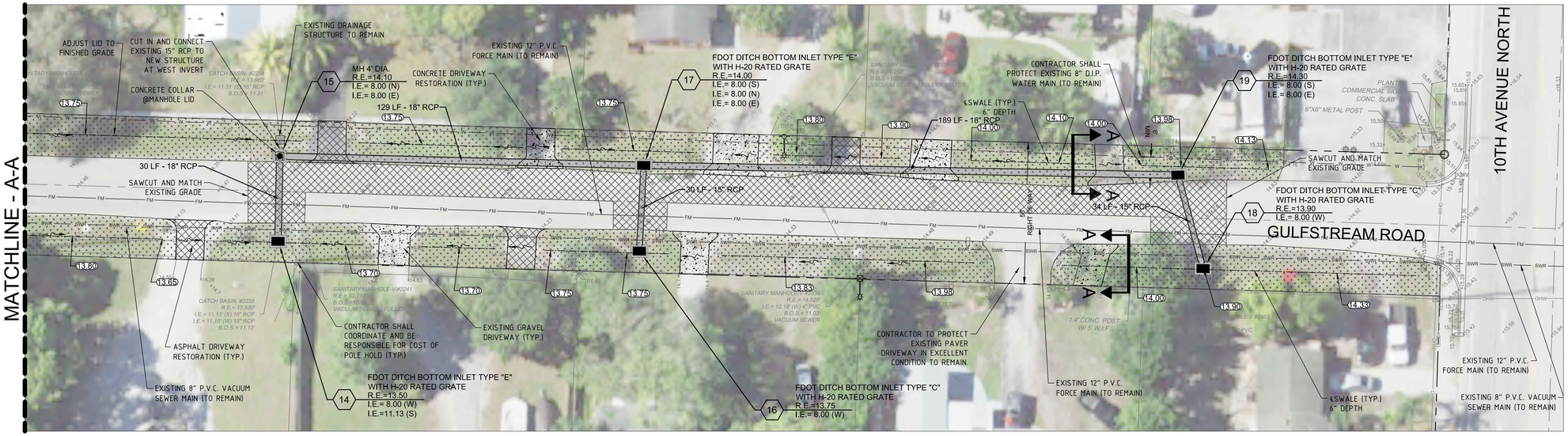
SHEET NO.
C-6

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-DEMO.dwg [C-6] Aug 26, 2021 4:32pm ZGAMBLE

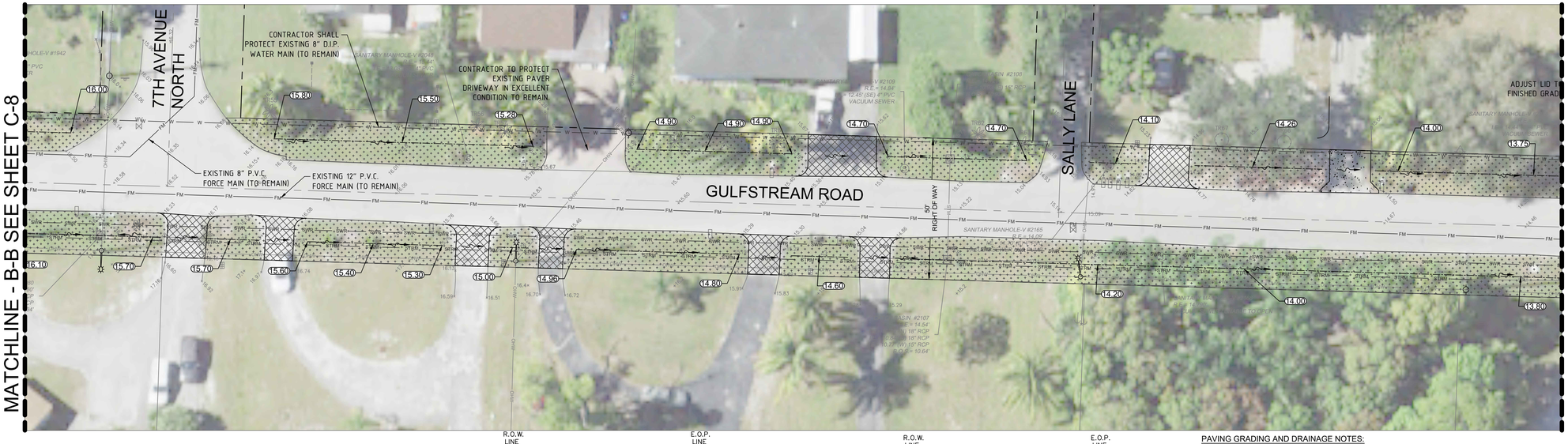
ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988

0 20' 40'

MATCHLINE - A-A



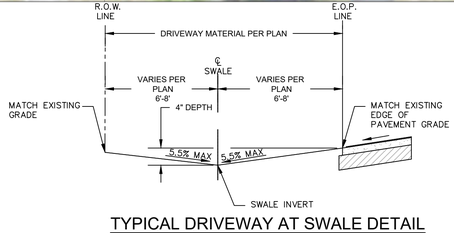
MATCHLINE - B-B SEE SHEET C-8



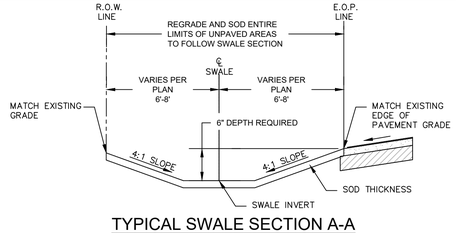
MATCHLINE - A-A

PROPOSED DRAINAGE LEGEND

- PROPOSED DRAINAGE CATCH BASIN
- PROPOSED DRAINAGE MANHOLE
- INDICATES FDOT TYPE DITCH BOTTOM INLET
- PROPOSED STORM PIPE
- PROPOSED MITERED END
- PROPOSED ENDWALL
- 13.90 INDICATES PROPOSED SPOT ELEVATION
- FLOW ARROW
- LIMITS OF ASPHALT PAVEMENT RESTORATION
- LIMITS OF CONCRETE DRIVEWAY RESTORATION 6" THICK
- LIMITS OF PAVER DRIVEWAY SECTION RESTORATION
- LIMITS OF 1" MILL AND RESURFACE WITH 1" TYPE S-III ASPHALT
- LIMITS OF SWALE GRADING & SOD RESTORATION
- CENTER LINE OF PROPOSED 6" DEEP SWALE
- F.F.= INDICATES FINISH FLOOR ELEVATION
- L.F.= INDICATES LINEAR FOOTAGE OF PIPE
- CB 5' DIA DRAINAGE STRUCTURE TYPE
- 1 DRAINAGE STRUCTURE NUMBER
- R.E.= RIM ELEVATION
- I.E.= INVERT ELEVATION



TYPICAL DRIVEWAY AT SWALE DETAIL



TYPICAL SWALE SECTION A-A

PAVING GRADING AND DRAINAGE NOTES:

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Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

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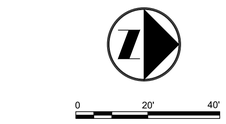
GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

PAVING, GRADING, & DRAINAGE PLAN

SHEET NO.
C-7

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-PGD.dwg [C-7] Aug 26, 2021 3:58pm ZGAMBLE

ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988



PROPOSED DRAINAGE LEGEND

- PROPOSED DRAINAGE CATCH BASIN
- PROPOSED DRAINAGE MANHOLE
- INDICATES FDOT TYPE DITCH BOTTOM INLET
- PROPOSED STORM PIPE
- PROPOSED MITERED END
- PROPOSED ENDWALL
- 13.90 — INDICATES PROPOSED SPOT ELEVATION
- FLOW ARROW
- LIMITS OF ASPHALT PAVEMENT RESTORATION
- LIMITS OF CONCRETE DRIVEWAY RESTORATION 6" THICK
- LIMITS OF PAVER DRIVEWAY SECTION RESTORATION
- LIMITS OF 1" MILL AND RESURFACE WITH 1" TYPE S-III ASPHALT
- LIMITS OF SWALE GRADING & SOD RESTORATION
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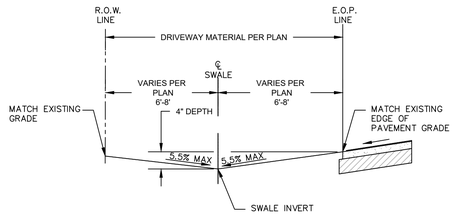
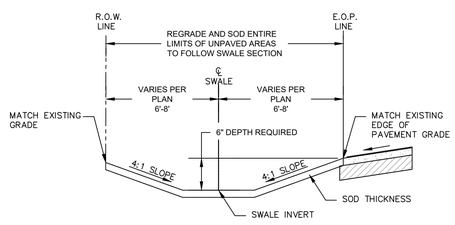
- CB 5' DIA — DRAINAGE STRUCTURE TYPE
- 1 — DRAINAGE STRUCTURE NUMBER
- R.E.= RIM ELEVATION
- I.E.= INVERT ELEVATION



TYPICAL DRIVEWAY AT SWALE DETAIL



TYPICAL SWALE SECTION A-A

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Leonard Z. Gamble
Florida P.E. No. 65921
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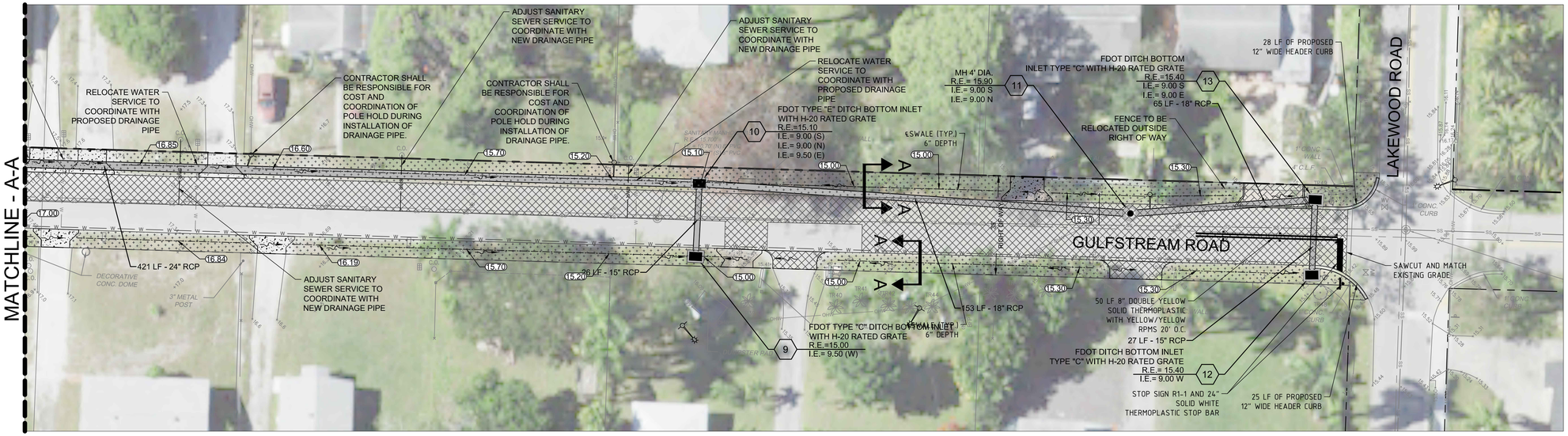
GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

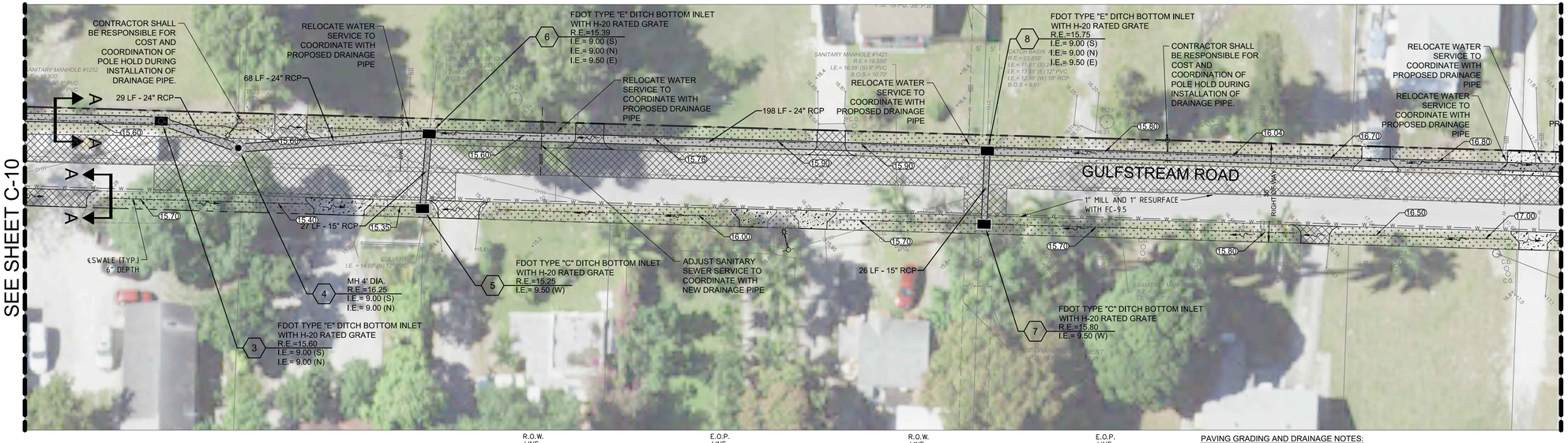
PAVING, GRADING, & DRAINAGE PLAN

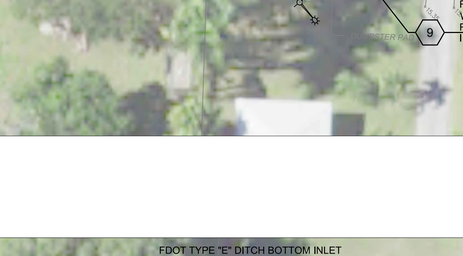
SHEET NO.
C-8

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-PGD.dwg [C-8] Aug 26, 2021 4:57pm ZGAMBLE

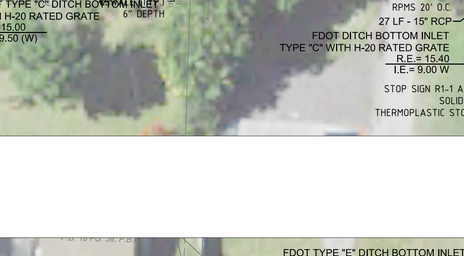
ALL ELEVATIONS SHOWN REFERENCE N.A.V.D. 1988







TYPICAL DRIVEWAY AT SWALE DETAIL



TYPICAL SWALE SECTION A-A

PROPOSED DRAINAGE LEGEND

- PROPOSED DRAINAGE CATCH BASIN
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DRAINAGE IMPROVEMENTS
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PAVING, GRADING, & DRAINAGE PLAN

SHEET NO.
C-9

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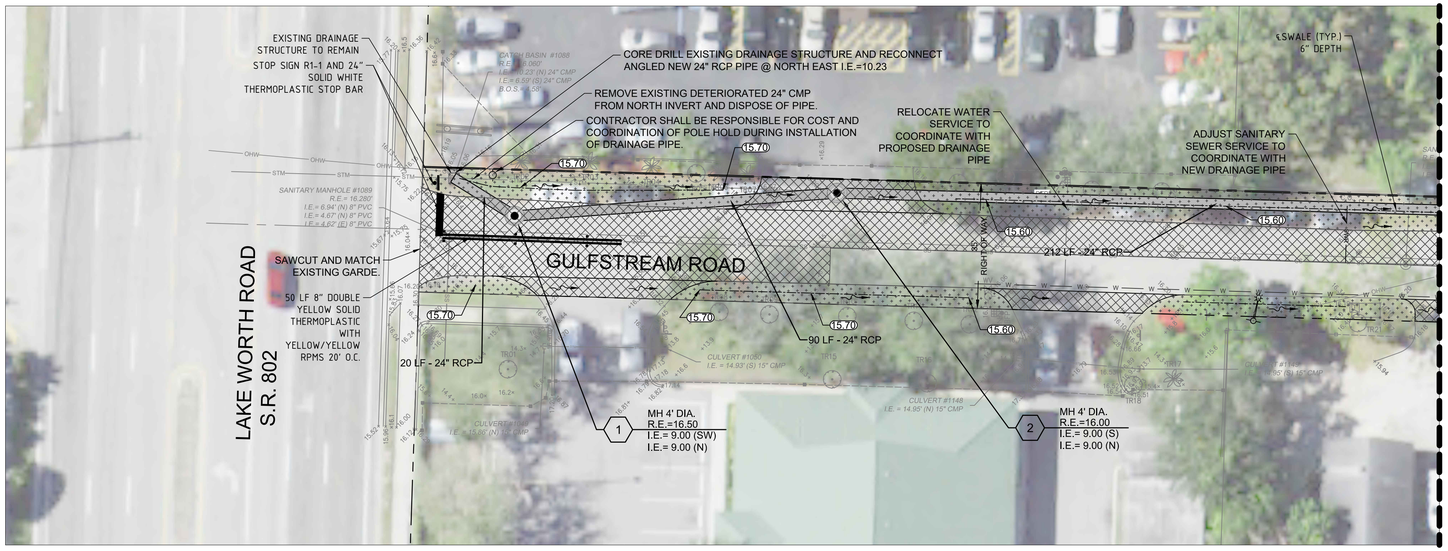

0 20' 40'

PROPOSED DRAINAGE LEGEND

- PROPOSED DRAINAGE CATCH BASIN
- PROPOSED DRAINAGE MANHOLE
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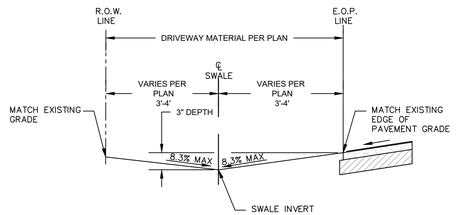
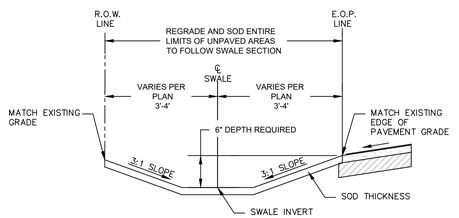
- LIMITS OF PAVER DRIVEWAY SECTION RESTORATION
- LIMITS OF 1" MILL AND RESURFACE WITH 1" TYPE S-III ASPHALT
- LIMITS OF SWALE GRADING & SOD RESTORATION
- CENTER LINE OF PROPOSED 6" DEEP SWALE
- F.F.= INDICATES FINISH FLOOR ELEVATION
- L.F.= INDICATES LINEAR FOOTAGE OF PIPE
- CB 5' DIA — DRAINAGE STRUCTURE TYPE
- 1 — DRAINAGE STRUCTURE NUMBER
- R.E.= RIM ELEVATION
- I.E.= INVERT ELEVATION



TYPICAL DRIVEWAY AT SWALE DETAIL



TYPICAL SWALE SECTION A-A

PAVING GRADING AND DRAINAGE NOTES:

1. ALL GRASSED AREAS BETWEEN DRIVEWAYS SHALL BE RE-GRADED TO INCLUDE SWALE AT 6" DEPTH OR 6" BELOW NEAREST EDGE OF PAVEMENT ELEVATION AT THE HALFWAY POINT OF THE ENTIRE WIDTH OF THE GREEN AREA AFTER SOD IS INSTALLED.

2. ALL ITEMS DAMAGED AS RESULT OF PROPOSED CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. CONTRACTOR SHALL REPLACE AND INSTALL SOD WHERE IT IS DAMAGED BY PROPOSED CONSTRUCTION.

3. ACCESS TO RESIDENTIAL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.

4. ALL PAVEMENT, SOD, MAIL BOXES, CONCRETE, ELECTRICAL BOXES, OR UTILITY POLES IN CONFLICT WITH PROPOSED CONSTRUCTION SHALL BE RELOCATED AND RESTORED TO ORIGINAL CONDITION.

5. CONTRACTOR SHALL RELOCATE AND ADJUST AND RESTORE ALL EXISTING IRRIGATION SYSTEMS IN CONFLICT WITH PROPOSED WORK.

6. ALL EXISTING UTILITY BOX AND CLEANOUT LIDS AND STRUCTURE TOPS OF ALL TYPES SHALL BE ADJUSTED TO FINAL GRADE.

7. DRIVEWAYS TO BE RESTORED OR REPLACED AS CALLED OUT ON THE PLAN SHALL INCLUDE A SWALE TYPE DIP HALFWAY BETWEEN THE LOCATION WHERE THE DRIVE CROSSES THE RIGHT OF WAY LINE AND BETWEEN THE NEAREST EDGE OF PAVEMENT WITH AN ELEVATION THAT IS NOT GREATER THAN 4" BELOW EITHER THE EDGE OF PAVEMENT OR THE EXISTING GRADE AT THE RIGHT OF WAY LINE.

Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CHECKED BY			CHECKED BY		
SUPERVISED BY:					

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ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

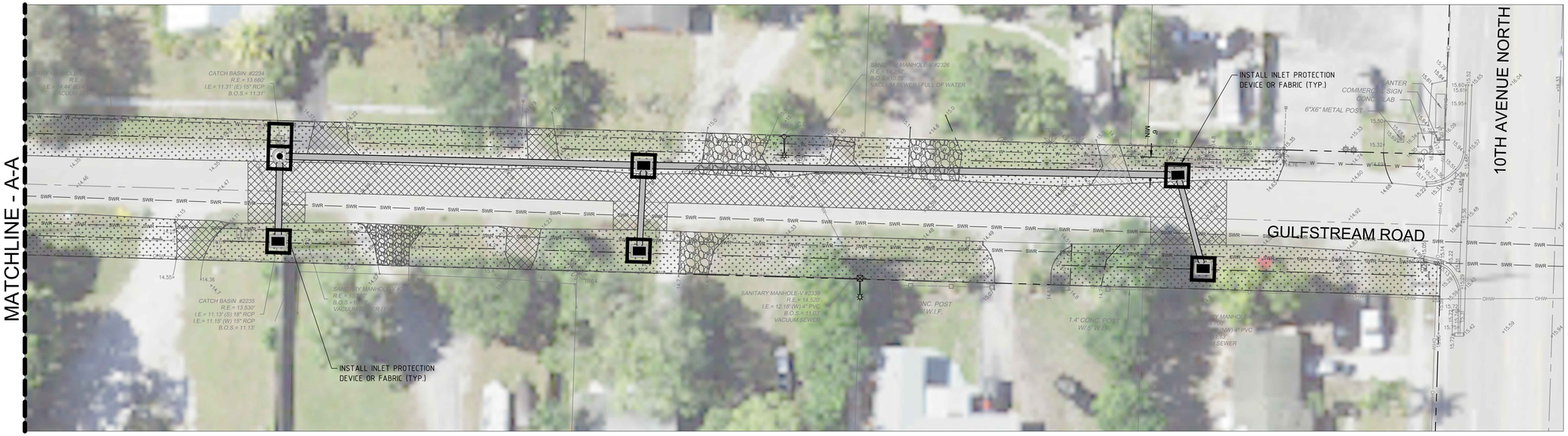
GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

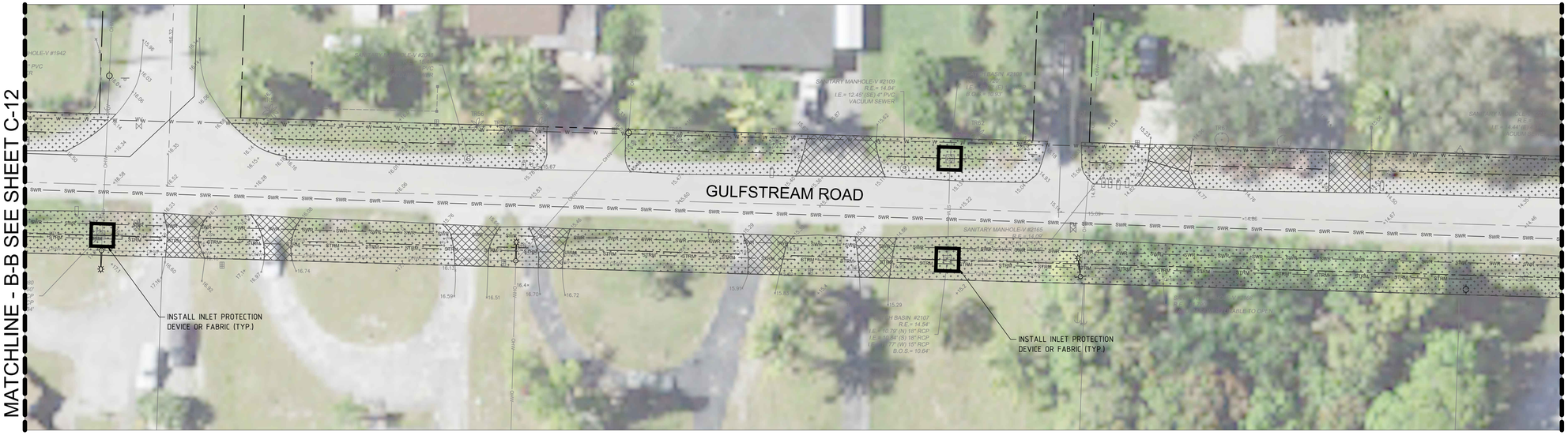
PAVING, GRADING, & DRAINAGE PLAN

SHEET NO.
C-10

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-PGD.dwg [C-10] Aug 26, 2021 4:06pm ZGAMBLE

ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988





0 20' 40'

EROSION CONTROL LEGEND

PROPOSED CATCH BASIN PROTECTED W/ FILTER FABRIC

EROSION CONTROL NOTES

1.) CONTRACTOR SHALL ASSUME ANY AND ALL RESPONSIBILITIES FOR ANY WATER CONTROL VIOLATIONS RESULTING FROM FAILURE TO ELIMINATE AND/OR CONTROL TURBID RUNOFF FROM LEAVING THE SITE AS ISSUED BY ANY AGENCY HAVING JURISDICTION.

2.) CONTRACTOR SHALL PROVIDE TEMPORARY DEWATERING AREA(S) PRIOR TO ANY EXCAVATION FOR PIPE INSTALLATION. DEWATERING AREA(S) SHALL BE PROTECTED WITH SILT SCREENS. ALL DEWATERING OPERATIONS SHALL DISCHARGE INTO TEMPORARY DEWATERING AREA(S) AND NO DIRECT DISCHARGE INTO THE EXISTING OR NEW DITCHES, STORM DRAINS, AND/OR PUBLIC RIGHT OF WAY WILL BE ALLOWED.

3.) CONTRACTOR SHALL MAINTAIN A POLLUTION PREVENTION CONTROL LOG AND CONDUCT WEEKLY INSPECTIONS AND WITHIN 24 HOURS OF A 0.25" STORM EVENT.

4.) CONTRACTOR TO EMPLOY BEST MANAGEMENT PRACTICES THROUGHOUT CONSTRUCTION IN ORDER TO ENSURE POLLUTION PREVENTION. CONTRACTOR TO COMPLY WITH ALL LOCAL, STATE, AND OTHER LOCAL GOVERNMENTAL ENVIRONMENTAL REGULATIONS THROUGHOUT CONSTRUCTION.

5.) DURING CONSTRUCTION, ALL CATCH BASINS TO BE EQUIPPED WITH FILTER FABRIC AND HAY BALES OVER GRATES.

6.) ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITHIN A RESONABLE PERIOD OF TIME TO ASSURE MINIMUM EROSION OF SOILS.

7.) NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSON CONTROL MEASURES HAVE BEEN INSTALLED & INSPECTED BY VILLAGE STORMWATER INSPECTOR (TYP.).

8.) ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY. ADDITIONAL CONTROL MEAUSURES SHALL BE INSTALLED AT CONTRACTORS EXPENSE.

Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

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GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

EROSION CONTROL PLAN

SHEET NO.
C-11

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-ECP.dwg [C-11] Aug 26, 2021 4:40pm ZGAMBLE

ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988

0 20' 40'

EROSION CONTROL LEGEND

PROPOSED CATCH BASIN PROTECTED W/ FILTER FABRIC

EROSION CONTROL NOTES

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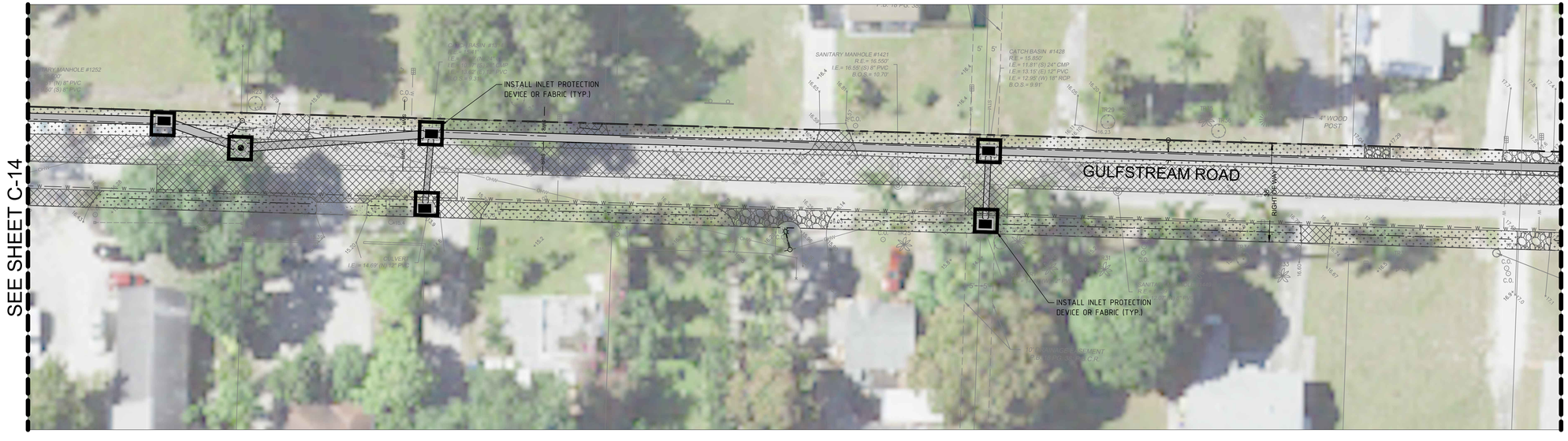
GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

EROSION CONTROL PLAN

SHEET NO.
C-12

R:\Engineering\2020\20-0069-001-01 Gulfstream Road Drainage Improvements\Drawings\20-0069-001-01-ECP.dwg [C-12] Aug 26, 2021 4:38pm ZGAMBLE

ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988



0 20' 40'

EROSION CONTROL LEGEND

PROPOSED CATCH BASIN PROTECTED W/ FILTER FABRIC

EROSION CONTROL NOTES

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GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

EROSION CONTROL PLAN

SHEET NO.
C-13

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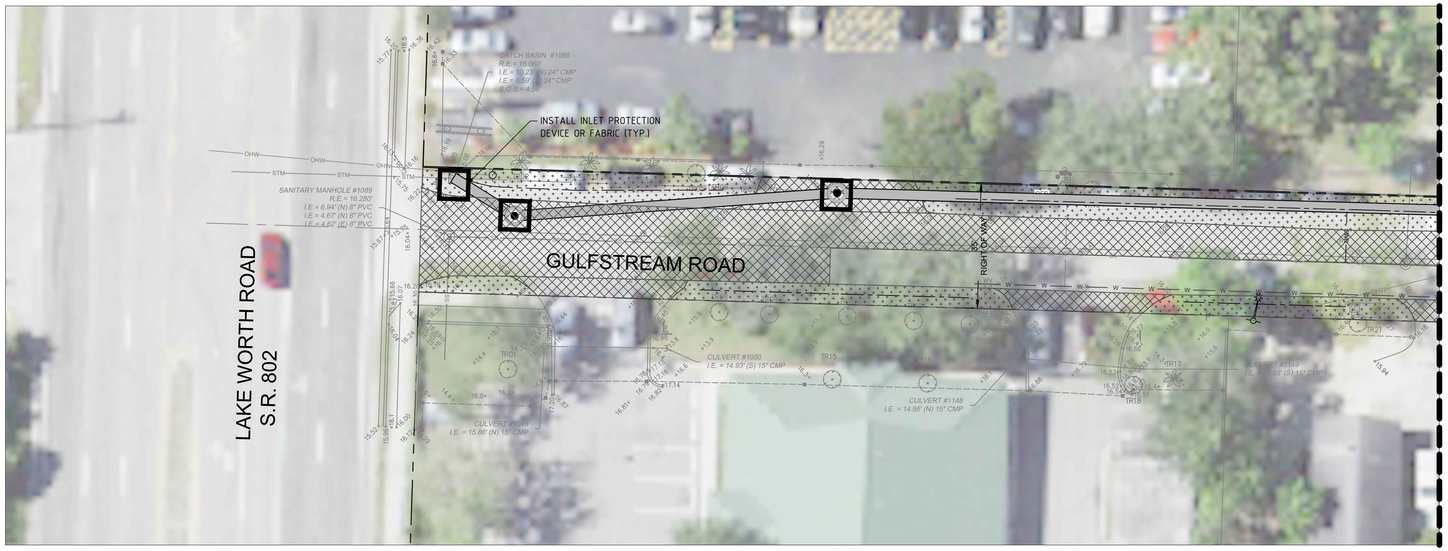
ALL ELEVATIONS SHOWN
REFERENCE N.A.V.D. 1988



MATCHLINE - SEE SHEET C-13

0 20' 40'

EROSION CONTROL LEGEND

PROPOSED CATCH BASIN PROTECTED W/ FILTER FABRIC

EROSION CONTROL NOTES

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GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

EROSION CONTROL PLAN

SHEET NO.
C-14

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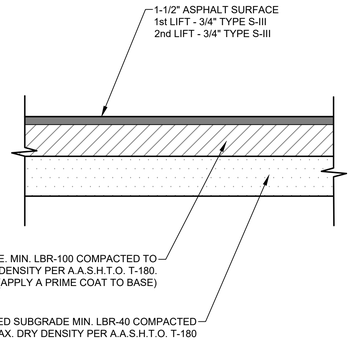
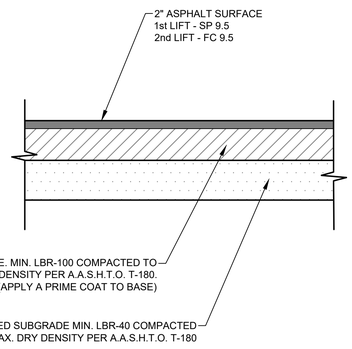


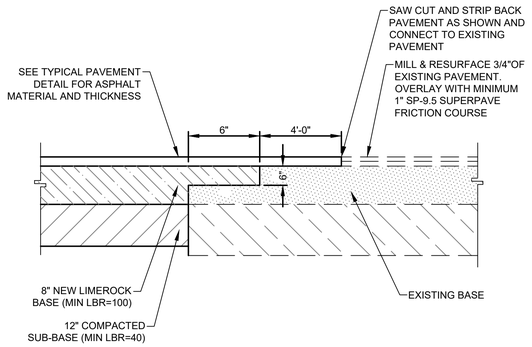
TYPICAL PAVEMENT SECTION IN ROADWAY

SCALE: N.T.S.



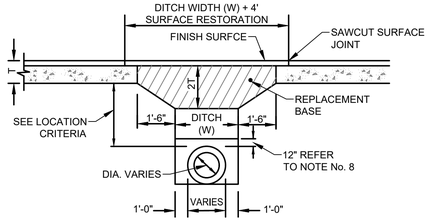
TYPICAL PAVEMENT SECTION IN DRIVEWAY

SCALE: N.T.S.



TYPICAL PAVEMENT INTERFACE

SCALE: N.T.S.

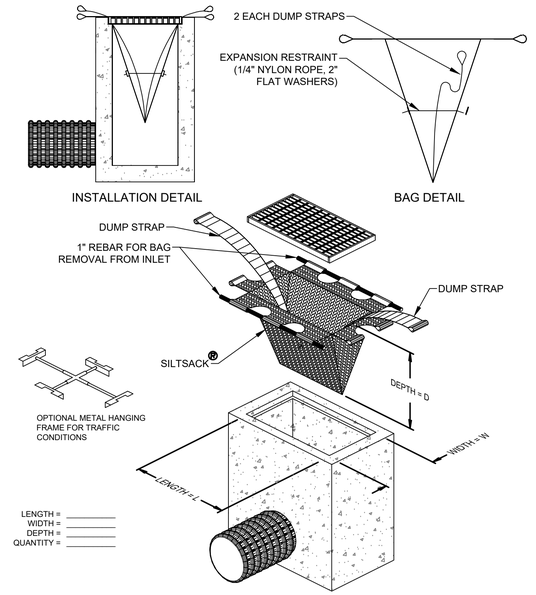


GENERAL NOTES:

1. REPLACE BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE. MINIMUM 12", MAXIMUM 18", MINIMUM LBR 100.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED AND TAMPED TO 98% OF MAXIMUM DENSITY, PER A.A.S.H.T.O. T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. ALL EDGES AND SURFACES SHALL BE TACK COATED.
5. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE EXISTING SURFACE.
6. BASE MATERIAL SHALL BE CONSISTENT WITH THE EXISTING BASE.
7. IF THE DITCH IS FILLED TEMPORARILY IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE/PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH PERMANENT PATCH.
8. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL. .
9. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180.

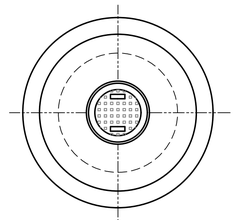
PAVEMENT RESTORATION AND TRENCH DETAIL

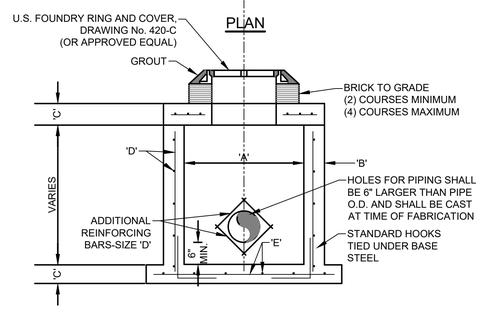
SCALE: N.T.S. (PAVED AREAS)



INLET SEDIMENT CONTROL DEVICE

SCALE: N.T.S.



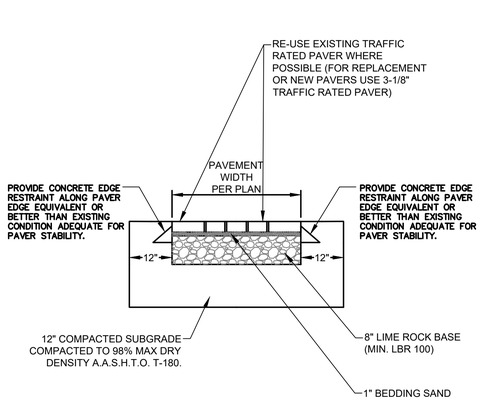


SECTION A-A

TYPE	"A"	"B"	"C"	"D"	"E"	"F"
M-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
M-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
M-6	6'-0" Ø	8"	10"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
M-7	7'-0" Ø	8"	10"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 # @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

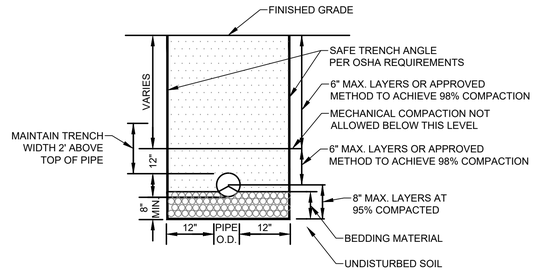
TYPICAL PAVER PAVEMENT SECTION

SCALE: N.T.S.



TRENCH DETAIL

SCALE: N.T.S. (UNPAVED AREAS)



NOTES:

1. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION.
2. UNLESS OTHERWISE NOTED, BEDDING MATERIAL SHALL CONSIST OF WASHED AND GRADED ROCK (3/8"-1/2").
3. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
4. REFER TO SPECIFICATIONS FOR EXCAVATION IN MUCK OR OTHER UNSUITABLE MATERIAL.
5. COMPACTION PERCENTAGES SHOWN REFER TO AASHTO T-180.

PRECAST DRAINAGE MANHOLE

SCALE: N.T.S.

Leonard Z. Gamble
Florida P.E. No. 65921
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GULFSTREAM ROAD
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PAVING, GRADING, AND DRAINAGE DETAILS

SHEET NO.
C-15

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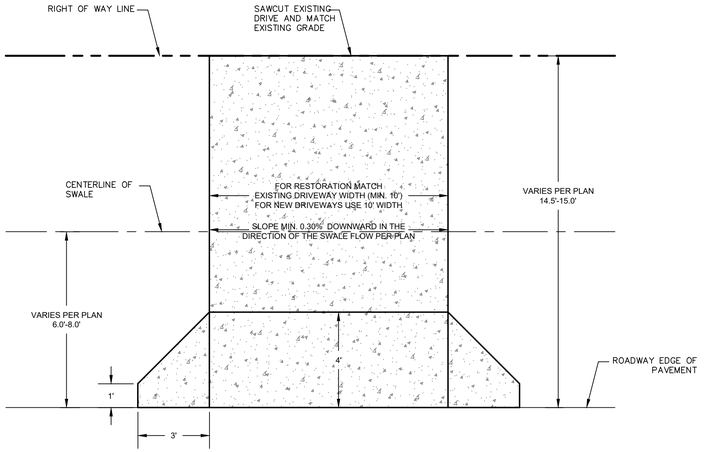


NOTES:

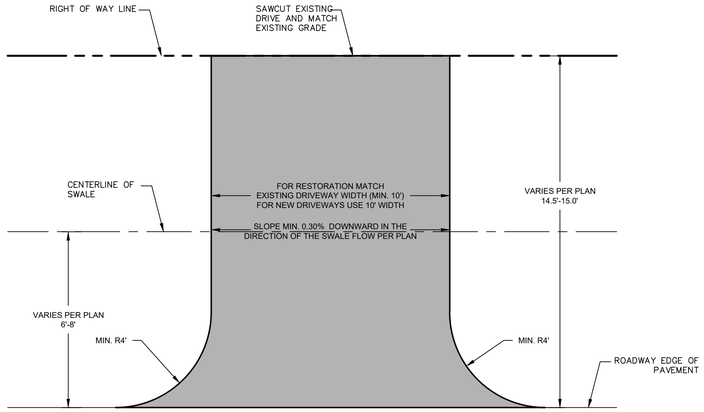
1. CONCRETE SHALL BE 6" THICK MIN. 3,000 PSI.

2. SUBGRADE BENEATH CONCRETE SHALL BE 12" COMPACTED SUBGRADE (COMPACTED TO 98% OF MAX DRY DENSITY PER A.A.S.H.T.O. T-180)

SLOPE MIN. 0.30% DOWNWARD IN THE DIRECTION OF THE SWALE FLOW PER PLAN

CONCRETE DRIVEWAY DETAIL FOR DRIVEWAYS LOCATED IN GULFSTREAM ROAD BETWEEN THE L-11 CANAL AND 10TH AVENUE NORTH

SCALE: N.T.S.



NOTES:

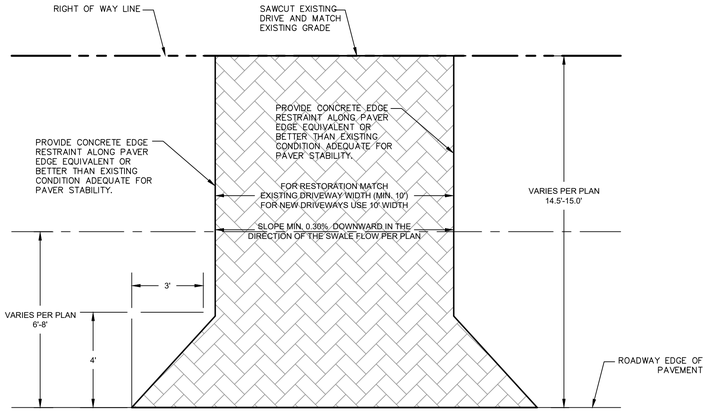
1. 1-1/2" ASPHALTIC CONCRETE IN (2)TWO $\frac{3}{4}$" LIFTS OF TYPE S-III MEETING LATEST FDOT REQUIREMENTS FOR TYPE S-III

2. 2" LIMEROCK BASE. MIN. LBR-100 COMPACTED TO 98% MAX. DRY DENSITY PER A.A.S.H.T.O. T-180. (APPLY A PRIME COAT TO BASE)

3. 12" STABILIZED SUBGRADE MIN. LBR-40 COMPACTED TO 98% MAX. DRY DENSITY PER A.A.S.H.T.O. T-180

ASPHALT DRIVEWAY DETAIL FOR DRIVEWAYS LOCATED IN GULFSTREAM ROAD BETWEEN THE L-11 CANAL AND 10TH AVENUE NORTH

SCALE: N.T.S.



NOTES:

1. USE PAVERS SALVAGED FROM EXISTING DRIVEWAY IN ACCEPTABLE CONDITION WHERE POSSIBLE. OTHERWISE USE 3-1/8" TRAFFIC RATED PAVER.

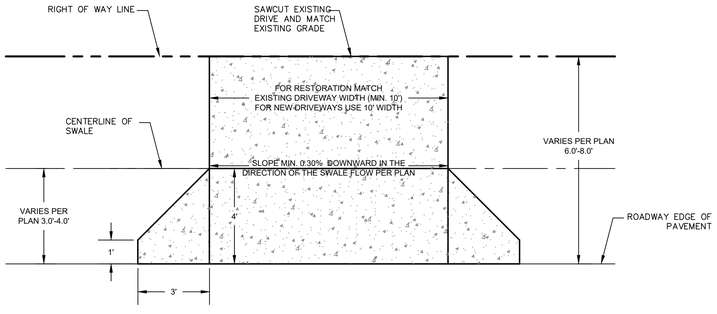
2. BEDDING SAND LAYER BENEATH PAVERS TO BE 1" THICK

3. 8" LIMEROCK BASE BELOW BEDDING SAND LAYER TO BE MIN. LBR-100 COMPACTED TO 98% MAX. DRY DENSITY PER A.A.S.H.T.O. T-180.

4. SUBGRADE BENEATH LIMEROCK BASE SHALL BE 12" COMPACTED TO 98% OF MAX DRY DENSITY PER A.A.S.H.T.O. T-180.

PAVER DRIVEWAY DETAIL FOR DRIVEWAYS LOCATED IN GULFSTREAM ROAD BETWEEN THE L-11 CANAL AND 10TH AVENUE NORTH

SCALE: N.T.S.



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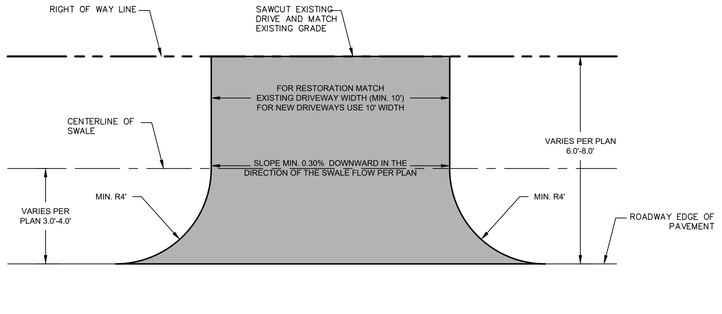
CONCRETE DRIVEWAY DETAIL FOR DRIVEWAYS LOCATED IN GULFSTREAM ROAD BETWEEN LAKE WORTH ROAD AND LAKEWOOD ROAD

SCALE: N.T.S.



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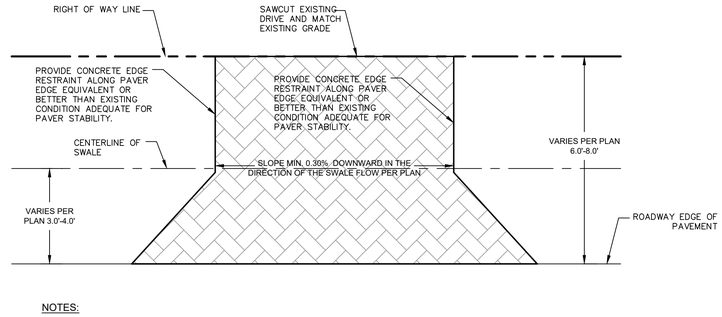
ASPHALT DRIVEWAY DETAIL FOR DRIVEWAYS LOCATED IN GULFSTREAM ROAD BETWEEN LAKE WORTH ROAD AND LAKEWOOD ROAD

SCALE: N.T.S.



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PAVER DRIVEWAY DETAIL FOR DRIVEWAYS LOCATED IN GULFSTREAM ROAD BETWEEN LAKE WORTH ROAD AND LAKEWOOD ROAD

SCALE: N.T.S.

Leonard Z. Gamble
Florida P.E. No. 65921
December 9, 2021

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	NAME	DATE		NAME	DATE
DESIGNED BY			DRAWN BY		
CHECKED BY			CHECKED BY		
SUPERVISED BY:					

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

GULFSTREAM ROAD
DRAINAGE IMPROVEMENTS
PREPARED FOR:
VILLAGE OF PALM SPRINGS

PAVING, GRADING, AND DRAINAGE DETAILS

SHEET NO.
C-16

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CONTRACT DOCUMENTS

Gulfstream Road Stormwater Improvements

BID NO.: 2022B-004

VILLAGE OF PALM SPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:

BID SET

CRAVEN THOMPSON AND ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

4723 W. Atlantic Ave. Ste. A12, Delray Beach, Florida 33445

Tel.: (561) 501-5718 Fax: (954) 739-6409

Florida Licensed Engineering, Surveying & Mapping Business No. 271

Florida Licensed Landscape Architecture Business No. C000114

PROJECT NO: 20-0069-001-01

DATE: DECEMBER, 2021

SECTION 00020

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ATTACHMENTS

A Project Signage

PART 1

BIDDING REQUIREMENTS

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

ITB NO. 2022B-004
GULFSTREAM RD STORMWATER IMPROVEMENTS

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Gulfstream Rd Stormwater Improvements** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 PM** local time on **January 11, 2022**. At **2:30 PM** all Bids received will be publicly opened and read. The Project consists of demolition, drainage pipe and structure installation, swale grading, driveway construction, and sodding within the Gulfstream Road Right of Way from Lake Worth Road to Lakewood Road and from the L-11 canal to 10th Avenue North.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from Craven Thompson & Associates, Inc. on Mondays through Fridays between the hours of **8:00 AM and 5:00 PM**. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of $ **50.00** , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Craven Thompson & Associates, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ **50.00** per set, payable to "Craven Thompson & Associates, Inc.". The City Consulting Engineer Leonard Z. Gamble, P.E. can be contacted at either zgamble@craventhompson.com or 561-501-5718.

A virtual pre-bid conference will be held at **10:00 AM** local time on **December 21, 2021,** via GoToMeeting. Attendance at the pre-bid conference **is not** mandatory.

Non-Mandatory Pre-Bid Conference – December 21, 2021, at 10:00 AM

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

- Registration: https://attendee.gotowebinar.com/register/4515945363465610256 Web ID # 234-774-515
- Phone: United States 1 (562) 247-8422 Web ID# 446-369-625

Bid Opening – January 11, 2022, at 2:30 PM

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

- Registration: https://attendee.gotowebinar.com/register/7585972043727833101 Web ID 682-100-659
- Phone: United States 1 (562) 247-8422 Web ID #540-604-896

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 3, 2022,** at **5:00 PM** local time.

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 limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner:	**Village of Palm Springs**
By:	**Kimberly Wynn**
Title:	**Village Clerk**
Date:	**December 9, 2021**
Publication:	Lake Worth Herald, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida contractor license number.

C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00315 - Bidder Qualifications Questionnaire, Article 12, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as Drainage Improvements within Municipal Right of Way.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination

of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default,

annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.

15.05 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 Scrutinized Companies Certification Form
Certificate of Insurance

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart

of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Gulfstream Rd Stormwater Improvements

Bid Number: 2022B-004

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. __ Completed Section 00400 - Bid Submission Checklist
2. __ Completed Section 00410 - Bid Form
3. __ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. __ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. __ Completed Section 00440 - Florida Trench Safety Act Certification
6. __ Completed Section 00451 - Qualifications Statement
7. __ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. __ Completed Section 00453 - Non-Collusive Affidavit
9. __ Completed Section 00454 - Drug-Free Workplace Certificate
10. __ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. __ Completed Section 00456 – Scrutinized Companies
12. __ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. __ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. __ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

BID FORM

BIDDER TO VERIFY ALL QUANTITIES

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION (5%)	1	LS		
2	MAINTENANCE OF TRAFFIC (2%)	1	LS		
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS		
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY		
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY		
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY		
7	FURNISH AND INSTALL 2" TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY		
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY		
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY		
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY		
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY		
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF		
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF		
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA		
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA		
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA		
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA		
19	FPL POLE HOLD	5	EA		
20	SWALE GRADING	5069	SY		
21	SOD RESTORATION	5069	SY		
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA		
23	IRRIGATION RESTORATION ALLOWANCE	1	LS		
24	MISC ALLOWANCE	1	LS	$20,000	$20,000.00
25	REQUIRED TESTING	1	LS		
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS		
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC…)	1	LS		
Total of All Unit Price Bid Items					**$**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[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]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM 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: January 11, 2022
Description: Gulfstream Rd Stormwater Improvements
Between Lake Worth Rd and Lakewood Rd &
Between L-11 Canal and 10th Ave. North

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	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.

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.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____
(5) _____	_____
(6) _____	_____
(7) _____	_____

BIDDER: _____

By: _____

Name: _____

Title: _____

Date: _____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ _____
2. Special Shoring	$ _____

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: Village Clerks Office

3. SUBMITTED FOR: Gulfstream Rd Stormwater Improvements

Owner: Village of Palm Springs

Project Name: Gulfstream Rd Stormwater Improvements

ITB #2022B-004

_____

_____

TYPE OF WORK: Installation of New Stormwater System along

Gulfstream Rd between Lake Worth Rd and

Lakewood Rd & L-11 Canal and 10th Ave. North

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 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
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS

Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

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

Pursuant to bidding requirements for the work titled " Gulfstream Rd Stormwater Improvements ,"

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is _____(officer's title) of ____(company name), the Bidder that has submitted the attached bid;

2. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, 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 Village of Palm Springs or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

3. 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.

4. 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.

5. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

6. 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.

7. 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.

8. Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

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

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

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

1. The business address of _____
(firm name of Bidder/Contractor)

is_____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is_____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

PART 2

CONTRACT FORMS

NOTICE OF AWARD

Date of Issuance:

Owner: Village of Palm Springs

Owner's Task Order No.: 277

Engineer: Craven Thompson & Assoc.

Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____.

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Gulfstream Road Stormwater Improvements**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Craven Thompson & Associates, Inc.**.

3.02 The Owner has retained **Craven Thompson & Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120** 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 **150** 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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	MOBILIZATION (5%)	1	LS		
2	MAINTENANCE OF TRAFFIC (2%)	1	LS		
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS		
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY		
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY		
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY		

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
7	FURNISH AND INSTALL 2” TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY		
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY		
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY		
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY		
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY		
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY		
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF		
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF		
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA		
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA		
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA		
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA		
19	FPL POLE HOLD	5	EA		
20	SWALE GRADING	5069	SY		
21	SOD RESTORATION	5069	SY		
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA		
23	IRRIGATION RESTORATION ALLOWANCE	1	LS		
24	MISC ALLOWANCE	1	LS	$20,000	$20,000.00
25	REQUIRED TESTING	1	LS		
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS		

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC…)	1	LS		
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Unit Price Work (subject to final Unit Price adjustment) $_____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in 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 15, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).
    b. ___ (pages ___ to ___, inclusive).
    c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 65, 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 16 sheets with each sheet bearing the following general title: Gulfstream Road Drainage Improvements (Sheet No. C-#).
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. None.
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.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company 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. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. 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.

10.10 *Public Records*

A. The 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:

1. Keep and maintain public records required by the Village to perform the service.

2. 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

    a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

    a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

    b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

    c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

    d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

    e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

    f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

        1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

        2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

completion of the Contract. 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.

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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.

10.22 *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.

10.23 *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 Statues, 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.

10.24 *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.

10.25 *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.

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SIGNATURE PAGE TO FOLLOW

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:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____
(where applicable)

NOTICE TO PROCEED

Owner: Village of Palm Springs	Owner's Task Order No.: 277
Contractor:	Contractor's Project No.:
Engineer: Craven Thompson & Associates	Engineer's Project No.: 20-0069-001-01
Project: Gulfstream Rd Stormwater Improvements	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: Gulfstream Rd Stormwater Improvements
Between Lake Worth Rd and Lakewood Rd &
Between L-11 Canal and 10th Ave. North

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description: Gulfstream Rd Stormwater Improvements
Between Lake Worth Rd and Lakewood Rd &
Between L-11 Canal and 10th Ave. North

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum

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period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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PART 3

CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies 1015 15th Street N.W., Washington, DC 20005 (202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400 (800) 548-2723

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set- off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set- offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – 1 – DEFINITIONS AND TERMINOLOGY

1.01 *1.01 Defined Terms*

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – 2 – PRELIMINARY MATTERS

2.01 *2.01 Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

2.02 *2.03 Before Starting Construction*

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 3 – 4 – PRELIMINARY MATTERS

3.01 *4.01 Commencement of Contract Times; Notice to Proceed*

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 4 – 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 *5.01 Availability of Lands*

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

4.02 *5.03 Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:

1. Report dated January 28, 2020, prepared by ____Tierra_____, entitled: "Borehole Permeability Test", consisting of 3 pages.

E. Copies of these reports and drawings itemized in SC 5.03.C that are not included with the Bidding Documents may be examined at the Engineer's office during regular business hours. These reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely as identified and established above are incorporated therein by reference. Contractor is not entitled to rely upon other information and data utilized by Engineer and Engineer's Consultants in the preparation of Drawings and Specifications.

4.03 *5.06 Hazardous Environmental Conditions*

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.06 Delete Paragraph 5.06 I. in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees

and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

ARTICLE 5 – 6 – BONDS AND INSURANCE

5.01 *6.01 Performance, Payment, and Other Bonds*

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

5.02 *6.02 Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:

K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.

L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.

O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 6 – 7 – CONTRACTOR'S RESPONSIBILITIES

6.01 *7.02 Labor; Working Hours*

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year's Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)"

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

6.02 *7.11 Record Documents*

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

6.03 *7.12 Safety and Protection*

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

6.04 *7.16 Shop Drawings, Samples, and Other Submittals*

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

6.05 *7.18 Indemnification*

SC-7.18 Delete in its entirety

ARTICLE 7 – 9 – OWNER'S RESPONSIBILITIES

7.01 *9.02 Replacement of Engineer*

SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ",provided the Contractor makes no reasonable objection."

7.02 *9.11 Evidence of Financial Arrangements*

SC-9.11 Delete in its entirety

ARTICLE 8 – 10 – ENGINEER'S STATUS DURING CONSTRUCTION

8.01 *10.03 Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. **Review of Work and Rejection of Defective Work:**

   a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

   b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

9. **Inspections, Tests, and System Start-ups:**

   a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

   b. **Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

10. **Records:**

    a. **Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**

13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**

    c. **Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

C. The RPR shall not:

1. **Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**

2. **Exceed limitations of Engineer's authority as set forth in the Contract Documents.**

3. **Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**

4. **Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**

5. **Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**

6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

7. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 13 – 12 – CLAIMS

8.02 *12.01 Claims*

SC 12.01.B Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".

ARTICLE 14 – 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

8.03 *13.01 Cost of the Work*

SC 13.01.B.5.c Add the following to the end of Paragraph 13.01.B.5.c:

In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.

SC 13.01.B.5.f Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."

SC 13.01.B.5.i Add the following new paragraphs immediately after paragraph 13.01.B.5.i:

j. The cost of compliance with current local, state and federal safety regulations.

8.04 *13.03 Unit Price Work*

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC 13.03.E Add the following new paragraphs immediately after Paragraph 13.03.E:

F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 15 – 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

8.05 *14.02 Tests, Inspections, and Approvals*

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *15.01 Progress Payments*

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:

After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.

8.06 *15.03 Substantial Completion*

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

PART 4

MISCELLANEOUS DOCUMENTS

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Village of Palm Springs	From (Contractor):	Via (Engineer): Craven Thompson & Associates
Project: Gulfstream Rd Stormwater Improvements	Contract:	
Owner's Task Order No.: 277	Contractor's Project No.:	Engineer's Project No.: 20-0069-001-01

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	**$**
2. Net change by Change Orders	**$**
3. Current Contract Price (Line 1 ± 2)	**$**
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	**$**
5. RETAINAGE:	
a. X _____ Work Completed	**$**
b. X _____ Stored Material	**$**
c. Total Retainage (Line 5.a + Line 5.b)	**$**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	**$**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	**$**
8. AMOUNT DUE THIS APPLICATION	**$**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	**$**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Totals										

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Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs
Contractor:
Engineer: Craven Thompson & Associates
Project: Gulfstream Rd Stormwater Improvements

Owner's Task Order No.: 277
Contractor's Project No.:
Engineer's Project No.: 20-0069-001-01

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Work Change Directive No.

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 277

Contractor's Project No.:

Contractor: Engineer's Project No.: 20-0069-001-01

Engineer: Craven Thompson & Associates

Project: Gulfstream Rd Stormwater Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title

Change Order No.

Date of Issuance:
Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 277

Contractor:
Contractor's Project No.:

Engineer: Craven Thompson & Associates
Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Field Order No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 277

Contractor: Contractor's Project No.:

Engineer: Craven Thompson & Associates Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

Allowance Release No. _____

Date of Issuance:
Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 277

Contractor:
Contractor's Project No.:

Engineer: Craven Thompson & Associates
Engineer's Project No.: 20-0069-001-01

Project: Gulfstream Rd Stormwater Improvements

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

$_____

[Increase] [Decrease] from previously approved Allowance Release No. ___ to No. ___:

$_____

Construction Allowance prior to this Allowance Release:

$_____

[Increase] [Decrease] of this Allowance Release:

$_____

Construction Allowance incorporating this Allowance Release:

$_____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

226 Cypress Lane
Palm Springs, Fl. 33461
Tel: 561.584.8200
Fax: 561.304.4608
www.vpsfl.org

REQUEST FOR INFORMATION
No.001

TITLE: _____ **DATE:** _____

PROJECT: Gulfstream Rd Stormwater Improvements

TO: _____ **TASK ORDER #:** 277

_____ **STARTED:** _____

_____ **COMPLETED:** _____

_____ **REQUIRED:** _____

REQUEST:

Requested By: _____ **Date:** _____

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____

Signed By: _____

Print Name: _____

PART 5

SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL REQUIREMENTS

1.01 SECTION INCLUDES

A. Scope of Work
B. Coordination
C. Sequence of Work
D. Shop Drawings
E. Contractor's Use of Premises
F. City Occupancy

1.02 SCOPE OF WORK

A. The work covered under this contract comprises in general the furnishing of all labor, equipment, materials, tools, supplies and machinery, and performing all operations to complete the **GULFSTREAM ROAD DRAINAGE IMPROVEMENTS** as described in the specifications. The work can be generally described as follows:

The removal of drainage piping and structures; the installation of new drainage piping and structures; and restoration, along with other work incidental thereto as shown on the Construction Plans and described in the Contract Documents.

B. Materials or work described in words that have a well-known technical trade meaning shall be held to refer to such recognized standard. All materials and supplies shall be new unless otherwise specified.

C. Omission of a specific item obviously necessary for the proper functioning of the system shall not relieve the contractor of the responsibility of furnishing the items as part of the work at no additional expense to the City.

D. All work performed and materials used shall meet all requirements of the Florida Building Code and any amendments thereto, State and Local Ordinances and regulations of authorities having jurisdiction.

E. The site of the work is in the City of Greenacres.

1.03 COORDINATION

A. Contractor shall coordinate work with the City through the ENGINEER, to provide for the orderly prosecution and interfacing of work. Ample notice shall be given to the City and all work shall be planned and scheduled so as to minimize interference with the use of the premises.

B. The Contractor shall submit shop drawings to the ENGINEER for approval. The Contractor will assume all responsibility for the materials and supplies upon delivery.

1.04 SEQUENCE OF WORK

A. Contractor shall secure and pay for, as necessary, all permits, licenses and registrations as applicable at time of receipt of Notice to Proceed. All City issued permits will be no charge. The contractor will need to pay a registration fee with the building department if they are not already registered with the City this year.

B. Contractor shall supervise and direct all of the work herein specified. The Contractor will be responsible for the means, methods, techniques, sequences, construction safety and procedures of construction. Materials to be incorporated in the work, labor performed, and appliances, tools and methods shall be subject to the review, observation and comments of the ENGINEER.

The ENGINEER shall decide all questions relating to measurements, material, character of work performed, and whether or not the rate of progress complies with terms of the contract. The Contractor shall execute the work in the presence of the ENGINEER or the ENGINEER'S authorized representative, during the working hours of the day, unless otherwise directed; but the presence of the ENGINEER, or his representative, shall in no way relieve the Contractor of the responsibility of work, or be any warrant to furnish bad material or poor workmanship.

C. Contractor shall schedule work as necessary for the completion of the work within the time period specified in the bid proposal and as set forth in the Agreement.

D. Undertake work in such a manner that will minimize interference with the use of the premises. Any damage resulting from the activities of the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City.

E. Schedule work at least 48 hours in advance with the City.

F. Locate all utilities located within the construction area at least 48 hours prior to commencing work near existing utilities in any specific area. Any damage resulting from the activities of the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City.

G. Coordinate work with all Subcontractors, such as striping and concrete Sub-contractors, to ensure the orderly progression of the work.

H. Verify all dimensions in the field, immediately reporting any discrepancies to the ENGINEER. If any errors or omissions are found in the documents, the Contractor shall notify the ENGINEER in writing of such error or omissions relative to any work, which appears in question.

In the event the Contractor fails to give such notice prior to proceeding with any work, he shall be held responsible for the results of any such errors or omissions and the cost of rectifying same.

I. Store and install all materials and equipment in accordance with manufacturers recommendations unless otherwise noted.

1.05 SHOP DRAWINGS

A. Submit shop drawings, drawn to accurate scale, including fabrication details and installation instructions. Do not reproduce Contract Documents as the basis of shop drawings. Submit materials samples and product data sheets where shop drawing is not necessary and where color selections are required for ENGINEER'S approval. The following shall be submitted as shop drawings for ENGINEER'S approval prior to fabrication and/or installation:

- Paving Mix
- Limerock Base
- Stabilized Sub-base
- Concrete Mix
- Drainage Structures

1.06 CONTRACTOR'S USE OF PREMISES

A. Coordinate use of premises under direction of the ENGINEER.

B. Comply with all codes, ordinances, rules and regulations and other legal requirements of entities having jurisdiction in the area of the project.

C. Assume full responsibility for the protection and safekeeping of products under this contract located on the site.

D. Move any stored products, under contractor's control, which interfere with operations of the City or separate contractor.

E. Conduct work at all times to ensure the least possible obstruction to traffic and inconvenience to the general public.

F. Where irrigation systems, utilities or other facilities, fall within the path of the proposed construction, and are not called for to be removed they shall be carefully removed and replaced, or otherwise protected from damage by the contractor and any such item damaged shall be repaired or replaced to the satisfaction of the ENGINEER and at no cost to the OWNER.

1.07 CITY OCCUPANCY

A. City will be using the roadways during the entire period of construction for the conduct of its normal operations. Cooperate with City through the ENGINEER in all construction operations to minimize conflict and to facilitate City usage.

B. Contractor shall at all time conduct work operations as to insure the least inconvenience to the general public.

C. Schedule of road/lane closures shall be submitted to ENGINEER for City's approval.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Schedule of Values

B. Application for Payment

C. Change Procedures

D. Measurements and Payment

1.02 RELATED SECTIONS

A. Document 00500 – Sample Agreement

B. Document 00700 - General Conditions

1.03 SCHEDULE OF VALUES

A. Submit typed schedule on form included in the Contract Documents.

B. Submit Schedule of Values in duplicate within ten (10) days after date established in Notice to Proceed.

C. Format: Utilize the format outlined in the bid schedule and provide an itemized breakdown for all items for which payment will be on a lump sum basis as outlined in the bid schedule.

D. Revise schedule to list approved change orders with each application for payment.

1.04 APPLICATION FOR PAYMENT

A. Submit three (3) copies of each application on form indicated in bid documents.

B. Content and Format: Utilize Schedule of Values for listing items in application for payment.

C. Payment Period: Monthly

D. Attach Warranty of Title on format indicated in bid documents to each application for payment.

1.05 CHANGE PROCEDURES

A. The ENGINEER will advise of minor changes in the work not involving an adjustment to contract price or contract time as authorized by the General Conditions by issuing supplemental instructions.

B. The ENGINEER may issue a Proposal Request, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications. Contractor will prepare and submit an estimate within seven (7) days of receipt.

C. Execution of Change Orders: The ENGINEER will issue change orders for signatures of parties as provided in the conditions of the Contract. All change orders to be executed and accepted must be approved and executed by the City Purchasing Administrator. The Purchasing Administrator will confirm by issuing a change to the City Purchase Order with the signed Change Order attached.

1.06 MEASUREMENT AND PAYMENT

A. Authority: Measurement and payment methods delineated in the individual specification sections are intended to complement the criteria of this section.

B. Take all measurements and compute quantities accordingly.

1. Area Measurements: Measure by square dimension using mean length and width or radius.
2. Linear Measurements: Measure by linear dimension at the item centerline or mean chord.

C. Unit Quantities: Quantities and measurements indicated in the Bid Proposal are for contract purposes only. Payment will be based on actual accepted quantities supplied, placed or provided, in accordance with the provisions of section 11.03 of the Standard General Conditions.

D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, testing, application or installation of an item of the work; overhead and profit and all miscellaneous administrative costs including but not limited to insurance, bonds, licenses, etc.

E. Defect Assessment: The work or portions of the work, not conforming to specified requirements shall be replaced. If, in the opinion of the ENGINEER, it is not practical to remove and replace the work, the ENGINEER will direct an appropriate remedy or adjust payment.

F. Nonpayment for Rejected Products: Payment will not be made for products and installations determined as unacceptable before or after placement.

G. Allowance items: The allowance item for permitting of dewatering as required by South Florida Water management District is not to exceed $4,000.00.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Coordination

B. Field Engineering

C. Preconstruction Conference

1.02 COORDINATION

A. Coordinate scheduling, submittals and work of various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.

B. Coordinate completion and clean up of work of separate sections in preparation for substantial completion.

1.03 FIELD ENGINEERING

A. Employ a Land Surveyor registered in the State of Florida and acceptable to the ENGINEER to establish property boundary, staking, benchmarks, and as-built survey.

B. Contractor to locate and protect survey control and reference points.

C. Control datum for survey is that shown on drawings.

D. Provide field-engineering services. Establish elevations, lines and levels utilizing recognized engineering survey practices.

E. Submit a copy of registered site drawing signed by the Land Surveyor showing the locations and finished elevations of the completed work in conformance with the Contract Documents.

1.04 PRECONSTRUCTION CONFERENCE

A. The City will schedule a conference through the Notice of Award.

B. Attendance Required: City Representatives, Contractor, and Subcontractors.

C. Agenda:

1. Execution of City-Contractor Agreement
2. Distribution of Contract Documents
3. Submission of List of Subcontractors and List of Products

4. Designation of Personnel Representing the Parties in the Contract
5. Procedures and Processing of Field Decisions, Submittals, Substitutions, Applications for Payments, Proposal Request, Change Orders and Contract Closeout Procedures
6. Scheduling/Permitting
7. Execution of Federal Compliance Documents

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Quality Assurance and Control of Installation

B. References

C. Inspection and Testing Laboratory Services

1.02 RELATED SECTIONS

A. Section 01019 – Contract Considerations

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.

B. Comply fully with manufacturers' instructions including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.

D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.

C. The contractual relationship of the parties to the contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

A. Contractor will employ and pay for services of an independent firm acceptable to ENGINEER to perform testing.

B. The independent firm will perform tests and other services specified in individual specification sections and as required by the ENGINEER.

C. Reports will be submitted by the independent firm to the ENGINEER indicating results of tests and indicating compliance or noncompliance with contract documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

1. Notify ENGINEER and independent firm twenty-four (24) hours prior to expected time for operations requiring services.

E. Retesting required because of nonconformance to specified requirements shall be performed by the same independent firm.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Electricity, Water and Sanitary Facilities

B. Temporary Controls: Barriers and Protection of the Work

C. Construction Facilities: Maintenance, Progress Cleaning and Project Signage

1.02 RELATED SECTIONS

A. Section 01700 - Contract Closeout: Final Cleaning

1.03 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as required during construction.

1.04 TEMPORARY WATER AND SANITARY FACILITIES

A. Provide, pay for, and maintain required facilities and enclosures.

1.05 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barriers and warning signs as outlined in the F.D.O.T. Standards to ensure the safety of motorists and pedestrians at the construction site.

C. Provide additional protection and security to protect work from vandalism. Contractor shall be responsible for the replacement of vandalized work at no cost to the City until such time as the project is completed.

1.06 PROTECTION OF INSTALLED WORK

A. Protect installed work and provide additional special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

C. Prohibit traffic from landscaped areas.

1.07 MAINTENANCE

A. Maintain and preserve from damage all property and existing improvements, along the line of work, or which is in the vicinity of, or is in any affected by the work, the removal of which is not called for by the plans.

B. Restore, at Contractor's expense, any property that is damaged due to the activities of the Contractor. Failure to repair or restore such property within 48 hours notice from the City will result in the City making such repairs or restoration and deducting the actual cost from monies due the Contractor.

1.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.

B. Remove waste materials, debris and rubbish from site at least twice a week, and dispose of in an approved manner.

1.09 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

A. Remove temporary above-ground or buried utilities, equipment, facilities and/or materials prior to final application for payment.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.10 PROJECT SIGNAGE

A. Provide one (1) 4'x 8'x ¾" marine plywood project sign with wood frame construction painted with exhibit lettering by professional sign painter to City's design and colors. Sign shall be in substantial conformance with Attachment A.

B. List title of project, names of owner, contractor, contract amount and funding source.

C. Obtain approval of mock-up from Engineer.

D. Erect on-site at location established by Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Closeout Procedures

B. Final Cleaning

C. Adjusting

D. Project Record Documents

1.02 RELATED SECTIONS

A. Not used.

1.03 CLOSEOUT PROCEDURES

A. Submit written notification that contract documents have been reviewed, work has been inspected and that work is complete in accordance with contract documents and ready for ENGINEER'S inspection.

B. Provide submittals to ENGINEER as required by governing or other authorities.

C. Submit final application for payment identifying total adjusted contract sum, previous payments and remaining due.

D. Submit Warranty of Title, Contractor's Affidavit to City, Final Release and releases of liens from all subcontractors and suppliers with application for final payment.

1.04 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean site, sweep paved areas and rake clean landscaped surfaces.

C. Remove waste and surplus materials, rubbish and construction facilities from the site.

D. Restore all areas of site affected by work to an equal to, or better condition existing prior to start of work.

1.05 ADJUSTING

A. Adjust constructed work to ensure smooth and unhindered operation.

1.06 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following stamped approved record documents; record actual revisions to the work:

1. Contract Drawings
2. Specifications
3. Addenda
4. Change Orders and other Modifications to the Contract
5. Warranties
6. Operation and Maintenance Manuals

B. Store record documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Record drawings: As-built drawings showing all variations from work as contemplated on the construction drawings, including but not limited to locations of work and elevations.

E. Submit documents to ENGINEER with claim for final application for payment.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01720

PROJECT SURVEY AND LAYOUT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. CONTRACTOR shall provide and pay for field Engineering and Survey services required for the project except as noted below in paragraph 1.05.

B. ENGINEER will identify existing control points and property line corner stakes indicated on the drawings, as required.

1.02 SUMMARY

A. The CONTRACTOR shall provide construction stakeout sufficient to construct the proposed improvement in accordance with the approved construction plans.

B. All stakeout services shall be completed under the direct supervision of a Professional Surveyor & Mapper licensed in the State of Florida.

C. The OWNER shall provide the following prior to the commencement of any stake-out services:

1. Construction site drawings and associated electronic files. Any plan released to the CONTRACTOR via electronic media is for as-built use only. They have not been geometrically calculated by a surveyor. This applies to all aspects of the plans including, but not limited to, ROW, roads, utilities and drainage.

2. Copies of the topographic survey that the approved site plans, if applicable, have been based on. The topographic survey shall include a minimum of two benchmarks, which shall be used for vertical control; and,

3. Copies of the boundary survey that the approved site plans, if applicable, have been based on. The boundary survey shall be closed and monumented. These monuments shall be used for horizontal control, or a monumented baseline (minimum of 3 points) related to the site boundary and the dimensional control plan.

1.03 RELATED REQUIREMENTS

A. All applicable sections of the Specifications.

B. Conditions of the Contract.

1.04 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Qualified Engineer or Registered Professional Surveyor & Mapper registered in the State of Florida, acceptable to ENGINEER and OWNER.

1.05 SURVEY REFERENCE POINTS

A. ENGINEER will provide basic horizontal and vertical control points for the construction project including:
   1. Permanent coordinate reference points with horizontal and vertical control, located and staked as shown on the plans.

B. The CONTRACTOR shall locate and protect control points prior to starting site construction work, and preserve all permanent reference points during construction.

   1. Make no changes or relocations without prior written notice to OWNER's Representative.

   2. Report to OWNER's Representative when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

   3. CONTRACTOR's surveyor shall replace project control points which may be lost or destroyed.

      a. Establish replacements based on original survey control.

1.06 PROJECT SURVEY REQUIREMENTS

A. CONTRACTOR's surveyor shall establish a minimum of two permanent bench marks on site, referenced to data established by survey control points.

B. CONTRACTOR shall establish lines and levels, locate and layout, prepare a horizontal and vertical control plan for the purpose of construction staking by instrumentation and similar appropriate means:

   1. Stakes for grading and fill placement.

   2. Controlling lines and levels as required.

C. From time to time, verify layouts by same methods.

D. Horizontal and vertical control plan shall be made available to CONSULTANT in ACAD format.

1.07 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. On completion of construction work, prepare a certified survey showing all dimensions, locations and elevations of project.

1.08 SUBMITTALS

A. Submit name and address of Professional Surveyor & Mapper and Professional Engineer to OWNER's Representative.

B. On request of OWNER's Representative, submit documentation to verify accuracy of field Engineering work.

C. Submit certificate signed by Registered Engineer or Professional Surveyor & Mapper certifying that elevation and locations of work are in conformance, or non-conformance, with Contract Documents.

PART 2 - PRODUCTS

2.01 MATERIALS

A. The CONTRACTOR/Surveyor shall supply all stakeout materials.

2.02 EQUIPMENT

A. The CONTRACTOR/Surveyor shall supply all equipment necessary to accomplish the work.

PART 3 - EXECUTION

3.01 MINIMUM PERFORMANCE STANDARDS

A. Building Layout

1. Set a minimum of 4 building corners (to be the outer most building limits or as requested by the CONTRACTOR) with 2 (10 foot minimum) offsets per corner. A minimum of two benchmarks or a finished floor benchmarks will be set within close proximity to the proposed building.

B. Building Pad/Limits Certification

1. Grade elevations for the building limits (finished floor elevation) shall be provided at a 50 foot grid for subgrade acceptance, stone base acceptance, and prior to slab placement.

C. Detention/Retention Ponds

1. The CONTRACTOR shall provide an as-built survey of all constructed detention/retention ponds and associated drainage structures prior to final acceptance, including a written certification verifying the constructed pond volume from top of bank and inverts of the proposed drainage structures.

D. Curb Layout

1. Stakes shall be located at a minimum of 25 feet and a maximum of 50 feet intervals and also at points of curvature, points of tangency, radius points, and transitions, high and low points, and deflections. Offsets will be at 3 feet from back of curb. Elevations of top of curb to be provided at this 3 foot offset.

E. Storm, Sanitary Structures, Catch Basins and Curb Inlets

1. Stake centerline structure and offset stakes in the same direction from centerline, perpendicular to the direction of excavation. Provide sufficient bench marks away from excavations for elevation control.

F. Curb Inlet Tops

1. Set hubs and tacks at 10 foot offsets to centerline of structure at the edge of pavement alignment.

G. Utility Layout

1. Water – Stakes shall be located at 50 foot intervals along centerline of pipe, at all mechanical fittings and at deflections with no offsets. One 10 foot offset stake to the center of hydrant with a grade ring elevation will be provided;

2. Lighting – Centerline of lighting structure with a 5 foot offset will be staked. Offset stake elevation will be marked at finished grade.

H. Roadway Layout

1. Subgrade stakeout

   a. Grade stakes shall be located at centerline of roadway at 50 foot intervals, including point of curvature, point on curve, point of tangency, and points of vertical curves. Grades shall be at finished grade.

2. Rock installation.

   a. Grade stakes shall be located at 2 foot offset to edge of pavement at 50 foot intervals, including point of curvature, point on curve, point of tangency, and points of vertical curves. Grades shall be at top of rock grade.

I. Wall Layout

1. Stakes with 10 feet offset shall be provided at 50 feet intervals, deflections, beginning and end of wall. Additional stakes may be required, depending on wall height and conditions.

J. Limits of Disturbance

1. Clearing limits shall be staked at 100 feet ± intervals and at all critical areas.

K. Grade Stakes – Site balancing

1. Stakes will be provided at a 50 foot grid. Grade elevations shall be to finished grade.

3.02 CONTRACTOR VERIFICATION

A. CONTRACTOR will field verify the utility location, size and invert elevations at points of connection in area of conflict, prior to construction and protect them from damage.

1. Finished subgrades shall be verified by the CONTRACTOR to ensure proper elevation and conditions for construction above subgrade;

2. Protect subgrade from excessive construction traffic and wheel loading including concrete and dump trucks; and,

B. Notify OWNER if it is necessary to destroy or remove control points and/or benchmarks due to construction. CONTRACTOR shall be responsible for the protection of benchmarks, including the cost for relocation as required.

C. Advise OWNER of any discrepancies between plans and field layout.

3.03 QUALITY ASSURANCE

A. The survey crew shall discuss all layout procedures with the CONTRACTOR's supervisor prior to commencing work.

B. A survey crew daily report detailing that day's work, shall be completed and signed by the CONTRACTOR's supervisor at the end of that day's layout.

C. Copies of field notes, sketches, cut sheets, etc. shall be provided to the CONTRACTOR by the beginning of the next workday.

D. All costs related to re-staking due to construction or CONTRACTORs' work resulting in destruction or movement of stakes, shall be paid for by the CONTRACTOR and at no additional expense to the OWNER.

E. Building dimensions shall be obtained only from the approved architectural/structural drawings. Dimensions are to be obtained only from the appropriate approved (engineering, architectural and structural) drawings. The surveyor shall report any conflicts to the CONTRACTOR and OWNER.

END OF SECTION

SECTION 02100

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION

A. The work of this section includes, but is not limited to:

1. Clearing
2. Grubbing
3. Stripping and stock piling top soil
4. Debris disposal

B. Definitions:

1. Clearing is defined as the removal of trees, brush, down timber, rotten wood, rubbish, any other vegetation, and objectionable material at or above original ground elevation not designated to be saved. Clearing also includes removal of fences, walls, guard posts, guardrail, signs, and other obstructions interfering with the proposed work.

2. Grubbing is defined as the removal from below the surface of the natural ground of stumps, roots and stubs, brush, organic materials and debris.

PART 2 - CONDITIONS

2.01 JOB CONDITIONS

A. The CONTRACTOR may clear all obstructions within the permanent and construction rights-of-way except those specifically designated to be saved or restored on the Contract Drawings or Specifications. Right-of-way limits and obstructions specifically designated to be saved or restored will be marked by the ENGINEER.

2.02 SUBMITTALS

A. Burning Permits:

1. Burning Permits will not be issued by the CITY.

B. All disposal sites must be approved by the CITY.

PART 3 - EXECUTION

3.01 PREPARATION

A. Protect benchmarks, utilities, existing trees, shrubs and other landscape features designated for preservation with temporary fencing or barricades satisfactory to the ENGINEER. No material shall be stored or construction operation carried on within 4 feet of any tree to be saved or within the tree protection fence.

3.02 UTILITY RELOCATIONS

A. Inform all companies, individuals and other owning or controlling facilities or structures within the limits of the work which have to be relocated, adjusted or reconstructed in sufficient time for the utility or organization to perform such work in conjunction with or in advance of the CONTRACTOR's operations.

3.03 CLEARING

A. Confine clearing to within the limits of the rights-of-way or easement, or as indicated on the construction drawings.

B. Fell trees in a manner that will avoid damage to trees, shrubs, and other installations, which are to be retained.

3.04 GRUBBING

A. Grub areas within the construction limits to remove roots and other objectionable material to a minimum depth of 8 inches.

B. Remove all stumps within the cleared areas unless otherwise authorized by the ENGINEER.

3.05 STRIPPING AND STOCKPILING TOPSOIL

A. Strip topsoil/muck to whatever depth it may occur from areas to be excavated, filled, or graded and stockpiled or removed to a location approved by the ENGINEER.

B. No stockpiles to exceed a height of 6'.

3.06 DEBRIS DISPOSAL

A. Trees, logs, branches, brush, stumps, and other debris resulting from clearing and grubbing operations shall become the property of the CONTRACTOR and shall be legally disposed of.

B. Do not deposit or bury on the site debris resulting from clearing and grubbing work, wasted construction materials or any other debris.

3.07 RESTORATION

A. Repair all injuries to bark, trunk, limbs, and roots of remaining plants by properly dressing, cutting, tracing and painting, using approved arboricultural practices and materials.

B. Replace trees, shrubs and plants designated to be saved which are permanently injured or die during the life of the Contract as a result of construction operations with like or approved species acceptable to the CITY.

C. Remove protective fences, enclosures and guards upon the completion of the project.

D. Restore guard posts, guardrail, signs and other interferences to the condition equal to that existing before construction operations.

E. Restore area to an equal or better condition.

END OF SECTION

SECTION 02222

PROJECT AREA PREPARATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

All materials, labor, equipment, tools, and superintendence necessary to provide preparation of project area for the proposed improvements.

1.02 RELATED SECTIONS

1. Section 02305 - Excavation and Backfilling for Utilities
2. Section 02319 - Excavation, Backfilling and Compaction for Paving

1.03 DEFINITIONS

Preparation of the project area shall be defined as the removal and disposal of all surface and subsurface obstructions from project area as required to perform the Work.

Such obstructions shall be considered to include but not be limited to: trees and shrubs and other landscape features not designated for preservation, vegetation, pavement, soils, and wheel stops.

1.04 SITE CONDITIONS

Surface and ground water conditions do exist within the areas of proposed Work, which may impede performance of the Work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 PROTECTION

All areas, as shown on the plans, shall be cleared of all material and obstructions as defined above. Those trees, shrubs and other landscape features specifically designated for preservation shall be carefully protected from abuse, marring or damage during construction operations.

3.02 INSTALLATION

1. Removal:
   Materials shall be removed in a proper sequence for maintenance of traffic and drainage. No drainage structure shall be obstructed such that it may cause flooding or a dangerous condition during a rain event. Positive drainage must be provided at all times.

2. Backfill:
   Holes remaining after removal of all obstructions, objectionable material, tree stumps, etc., shall be backfilled in accordance with 02305 Excavating and Backfilling for Utilities and/or 02319 Excavating, Backfilling and Compacting for Paving. Contours shall be reestablished

to approximately the same as existed prior to removal of the obstruction, unless directed otherwise by the ENGINEER.

3. Repair:
   Before backfilling, the storm drainage culvert shall be repaired as specified to insure a water tight seal.

END OF SECTION

SECTION 02223

RIGHTS OF WAY PREPARATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

All materials, labor, equipment, tools, and superintendence necessary to provide preparation of the rights of way for paving, drainage and other improvements.

1.02 RELATED SECTIONS

1. Section 02100 - Clearing and Grubbing
2. Section 02305 - Excavation and Backfilling for Utilities
3. Section 02319 - Excavation, Backfilling and Compaction for Paving

1.03 DEFINITIONS

Preparation of the Rights of Way shall be defined as the removal and disposal of all surface and subsurface obstructions from the Rights of Way and designated easements, where removal of all such obstructions is not otherwise shown on the plans and or stipulated in the specifications.

Such obstructions shall be considered to include but not be limited to: remains of houses, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipments, fences, and retaining walls, trees and shrubs and other landscape features not designated for preservation, stumps, brush, roots, vegetation, logs, curb and gutter, driveways, street paving, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, catch basins, abandoned railroad tracks, scrap iron.

This item does not include disposal of water wells.

1.04 SITE CONDITIONS

Surface and ground water conditions do exist within the areas of proposed Work, which may impede performance of the Work.

PART 2 - PRODUCTS

Not included.

PART 3 - EXECUTION

3.01 PROTECTION

All areas, as shown on the plans, shall be cleared of all structures obstructions as defined above. Those trees, shrubs and other landscape features specifically designated for preservation shall be carefully protected from abuse, marring or damage during construction operations. Continual parking and servicing of equipment under the drip line or canopy of trees marked for preservation is not permitted. When trees and shrubs are designated for preservation and require pruning, they shall be trimmed as directed by the ENGINEER.

3.02 INSTALLATION

1. Removal:
   Culverts, storm sewers, manholes and inlets shall be removed in a proper sequence for maintenance of traffic and drainage. No drainage structure shall be removed or obstructed such that it may cause flooding or a dangerous condition during a rain event. Positive drainage must be provided at all times.

   Underground obstruction, except those items designated for preservation, shall be removed to the following depths:

   a. In areas to receive embankment: 2 feet below natural ground, except when permitted by the plans, trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least three feet of embankment.
   b. In areas to be excavated: 2 feet below the lowest elevation of the excavation.
   c. All other Areas: 1 foot below natural grade.

2. Backfill:
   Holes remaining after removal of all obstructions, objectionable material, tree stumps, etc., shall be backfilled in accordance with 02305 Excavating and Backfilling for Utilities and or 02319 Excavating, Backfilling and Compacting for Paving. Contours shall be reestablished to approximately the same as existed prior to removal of the obstruction, unless directed otherwise by the ENGINEER.

3. Plugging:
   Before backfilling the open ends of all storm drainage structures pipes and conduits shall be capped and plugged with sufficient concrete to insure a water tight seal. All electrical, gas, water and sanitary sewer pipes and mains shall be properly capped and sealed in accordance with the direction of the ENGINEER.

4. Salvage:
   Existing frames, grates, light poles, luminaries and appurtenances shall be salvaged to the CITY. The location shall be determined upon the commencement of the WORK. If no direction is given by the CITY then CONTRACTOR shall dispose of them offsite.

END OF SECTION

SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

A. Obtain permit through the South Florida Water Management District for dewatering within one mile of a contaminated site and provide all testing, labor, materials, necessary equipment and services to complete the dewatering per the permit to install the sewer utilities, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.03 RELATED WORK

A. Section 02305 - Excavation and Backfilling for Utilities.

B. Section 02630 - Storm Drainage Facilities.

PART 2 - PRODUCTS

2.01 EQUIPMENT

A. Dewatering, where required, may include the use of temporary reservoirs and diking, well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means. Standby pumping equipment must be maintained on the jobsite and operate within any local noise ordinance limits. All safety requirements, fencing, etc. shall be installed and maintained by the CONTRACTOR.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. The CONTRACTOR shall provide all permits and equipment necessary for dewatering. It shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.

B. Dewatering for structures and pipelines shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.

C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.

D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.

E. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with pea rock at no additional cost to the COUNTY.

F. The CONTRACTOR shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.

G. Flotation shall be prevented by the CONTRACTOR by maintaining a positive and continuous removal of water. The CONTRACTOR shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.

H. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sand-packed and/or other means used to prevent pumping of fine sands or silts from the subsurface. A continual check by the CONTRACTOR shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.

I. The CONTRACTOR shall dispose of water from the WORK in a suitable manner without damage to adjacent property. CONTRACTOR shall be responsible for obtaining any permits that may be necessary to dispose of water. No water shall be drained into work built or under construction without prior consent of the ENGINEER. Water shall be filtered using a silt box or another approved method to remove sand and fine-sized soil particles before disposal into any drainage system. Dewatering disposal points shall be approved by the ENGINEER prior to being used. Storm drains used by the CONTRACTOR for dewatering shall be cleaned by a jet vac or other method approved by the ENGINEER after dewatering is complete.

J. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

K. Dewatering of trenches and other excavations shall be considered, as incidental to the construction of the WORK and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.

L. The CONTRACTOR shall submit a dewatering plan to the Consultant for review. The CONTRACTOR is advised that the Palm Beach County Department of Planning and Environmental Protection may require that a dewatering plan, prepared by a State of Florida licensed Professional Engineer or Registered Professional Geologist, be submitted and approved prior to issuance of a dewatering permit. The CONSULTANT will retain a State of Florida Licensed Professional Engineer or Registered Professional Geologist to prepare and submit dewatering report application to the Palm Beach County Department of Planning and Environmental Protection (DPEP) for permitting.

M. The CONTRACTOR is advised that the Palm Beach County Department of Planning and Environmental Protection may have identified contaminated sites within ¼ mile radius of the project site. The CONTRACTOR may be required to provide testing and monitoring of the dewatering operations, and to institute dewatering methods and controls, as required by BCDPEP. The CONTRACTOR will be responsible for all costs associated with means and methods of dewatering which will be set forth by Palm Beach County Department of Planning and Environmental Protection (DPEP) dewatering permit.

3.02 QUALITY CONTROL

A. It shall be the sole responsibility of the CONTRACTOR to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.

B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the CONTRACTOR.

C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement, which may develop. The responsibility for conducting the dewatering operation in a manner, which will protect adjacent structures and facilities, rests solely with the CONTRACTOR. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the CONTRACTOR.

3.03 CONTRACTOR SUBMITTALS

A. Prior to commencement of excavation, the CONTRACTOR shall submit a detailed plan and operation schedule for dewatering of excavations. The CONTRACTOR may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times. The CONTRACTOR's dewatering plan is subject to review by the ENGINEER and regulatory agencies.

3.04 MEASUREMENT AND PAYMENT

A. Refer to the measurement and payment section of the specifications.

END OF SECTION

SECTION 02284

TOPSOIL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.02 WORK INCLUDED

A. Provide all labor, materials, necessary equipment and services to complete the work, as indicated on the drawings, as specified herein or both.

B. Including but not necessarily limited to the following:

1. Topsoil Stripping.

2. Topsoil Mixing and Spreading.

C. There shall be no classification of excavation for measurement of payment regardless of materials encountered.

1.03 RELATED WORK

A. Section 02100 – Clearing and Grubbing.

PART 2 - PRODUCTS

2.01 TOPSOIL

A. Topsoil shall be obtained from any previously established stockpile on site, to the extent that suitable material is available.

B. Additional topsoil, if required, shall be obtained by mixing existing on-site sandy fill with imported muck or compost.

C. Topsoil, whether obtained from stockpile, or mixed as described in "B" above, shall be sandy loam, and shall have the following characteristics:

1. 95% of topsoil shall pass a ¼ inch sieve.

2. Topsoil shall be free of stones 1" in longest dimensions, earth clods, plant parts, and debris.

3. Organic matter content shall be 4% to 12% of total dry weight.

4. PH and nutrient content shall be adjusted as necessary to conform with recommendations made by testing laboratory. (See 2.01 (D))

D. Samples shall be submitted to CITY for testing. Test shall indicate compliance with the specifications and recommendations as to the type and quantity of soil additives required to bring the nutrient content and pH to satisfactory levels for planting specified plant material. Tests shall be required at a rate of one per 500 cubic yards of material placed, for the first 5,000 cubic yards of material, and may be reduced at the ENGINEER discretion thereafter. Sampling shall be done in the presence of the ENGINEER. The CONTRACTOR shall be responsible for the cost of testing.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

Protection: Use all means necessary to protect existing objects and vegetation. In the event of damage, immediately make all repairs, and replacements necessary to the acceptance of the ENGINEER.

3.02 FILLING AND GRADING:

Topsoil shall be spread in a uniform 2" layer after compaction, over all sodded and pervious areas, and finished to grades shown on the plans, making allowance, where necessary, for sod. Grades shown include 2” for thickness of sod in all sodded areas.

END OF SECTION

SECTION 02305

EXCAVATION AND BACKFILLING FOR UTILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.02 SUMMARY

A. Work under this section shall include, but not be limited to excavating trenches for the installation of storm drains and utilities, backfilling trench with bedding material as specified and finish filling trenches with suitable material to proposed subgrade, compacting subgrade, bedding, and backfill materials, and compliance with all environmental and health and safety regulations.

B. This work shall include all labor and materials and equipment necessary to meet all applicable requirements as specified in the contract documents.

1.03 REFERENCED SECTIONS

A. Section 02630 - Storm Drainage Facilities

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM) Latest Edition

1. D 422 Method for Particle Size Analysis
2. D 698 Test of Moisture Density Relations of Soils - Standard Proctor Method
3. D 1557 Test for Moisture-Density Relations of Soils Using 10-lb. (4.5 Kg) Hammer and 18-inch (457 mm) Drop (Modified Proctor)
4. D 2216 Laboratory Determination of Moisture Content of Soil
5. D 2487 Classification of Soils for Engineering Purposes
6. D 2922 Tests for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
7. D 3017 Test for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
8. D 4318 Test for Plastic Limit, Liquid Limit, & Plasticity Index of Soils

B. American Association of State Highway and Transportation Officials (AASHTO) latest edition

1. T 88 Mechanical Analysis of Soils

2. M 43 Standard Sizes of Coarse Aggregate for Highway

C. National Electric Code

1. NEC 300-5

2. NEC 710-36

1.05 PROJECT RECORD DOCUMENTS

A. Accurately record actual locations of all subsurface utilities, structures and obstructions encountered.

B. Accurately record any as-built variation from the construction drawings and specifications. The CONTRACTOR shall provide final as-built drawings within 30 days of project completion.

C. If portions of the work are to be certified for use prior to the completion of the project, the CONTRACTOR shall provide as-built drawings 30 days prior to the anticipated date of use of that portion of the utility.

1.06 QUALITY ASSURANCE

A. An ENGINEER, selected and paid by the CONTRACTOR, shall be retained to perform construction inspection and testing on backfilling operations as stated herein. This inspection will not relieve the CONTRACTOR from his responsibility to complete the work in accordance with the drawings and specifications.

1.07 SUBMITTALS

A. The CONTRACTOR shall contact all utility companies and identify any requirements. CONTRACTOR shall provide written confirmation of the status of all utility construction to the OWNER at the time of the preconstruction conference or no later than 30 days following the project possession date.

B. Submit a sample of each type of offsite fill and/or bedding material that is to be used in backfilling.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Backfill material shall be as specified and approved by the OWNER and/or the ENGINEER.

B. Bedding Material: Bedding material shall only be utilized when specified on the drawings. Bedding material shall conform to ASTM #67 aggregate free from debris, clay lumps, organic, or other deleterious material.

PART 3 - EXECUTION

3.01 PREPARATION

A. Set all lines, elevations, and grades for utility and drainage system work and maintain for the duration of work. Provide careful maintenance of benchmarks, property corners, monuments, or other reference points.

B. Protect and maintain in operating condition, existing utilities encountered during utility installation. Repair any damage to surface or subsurface improvements shown on Drawings.

C. Verify location, size, elevation, and other pertinent data required to make connections between existing utilities, drainage systems, and proposed construction indicated on Drawings. Coordinate all building utility connection locations and elevations with architectural drawings. CONTRACTOR shall comply with all local codes and regulations.

3.02 EXCAVATION

A. General: This work shall consist of the excavation of whatever substances shall be encountered to the depths as shown on the plans. Excavated materials not required for fill or backfill shall be removed from the work site as directed by the ENGINEER and shall be considered to be a part of the bid price of the utility pipe for which excavation and backfill is required.

B. Contact regulatory authorities having jurisdiction and utility companies before excavation begins. Dig trenches at proper width and depth for laying pipe, conduit, or cable and in accordance with utility company requirements. Cut trench banks for safety and remove stones as necessary to avoid point-bearing.

C. All trench excavation side walls shall be sloped, shored, sheeted, braced or otherwise supported by means of sufficient strength to protect the workmen within them in accordance with the applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by regulatory authorities having jurisdiction, codes and ordinances. Such bracing or shoring shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.

The CONTRACTOR shall furnish, put in place and maintain such sheeting, bracing, as may be required to support the side of the excavation, and to prevent any movement which can in any way damage the work or endanger adjacent structures. If the ENGINEER is of the opinion that supports are insufficient, he may order additional supports. The compliance with such order shall not release the CONTRACTOR from his responsibility for the sufficiency of the sheeting.

The CONTRACTOR shall leave all sheeting in place. The ENGINEER may require sheeting to be cut off at any specified elevation, but in no case will any sheeting be left closer than three (3) feet below the natural surface, nor cut off below the elevation of the top of the pipe.

D. Provide uniform bearing and support for each section of pipe at every point along the entire length, except where necessary to excavate for bell holes, pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make the joint connection properly.

E. During excavation, stockpile excavated material suitable for backfilling in an orderly manner far enough from the trench to avoid overloading and slides, and to prevent runoff from affecting surrounding areas.

F. Any abandoned structures utilities or debris discovered during excavation shall be removed and disposed of, or capped.

G. Utility alignments have been designed to avoid expected obstructions wherever possible. If unanticipated significant obstructions are encountered during utility installation work immediately notify the OWNER.

H. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as necessary. Remove accumulated water in trenches or other excavations by pumping or other acceptable methods. Water shall not be directly pumped to the city sewer system.

I. Utility installation shall meet the following minimum pipe installation depths, or applicable codes and ordinances, measured from finished grade.

1. Water Mains: 36 inches to top of pipe barrel, or as specified on the plans;

2. Sanitary Sewer: 24 inches to top of pipe barrel, or as specified on the plans;

3. Storm Sewer: 24 inches to top of pipe barrel, or as specified on the plans;

4. Electrical Conduits: 24 inches to top of secondary service conduits, 36 inches minimum to the top of primary service conduits, or as required by NEC 300-5, NEC 710-36 codes, or the regulatory authorities having jurisdiction, and utility company requirements, whichever is deeper;

5. Telephone Conduits: 24 inches to top of conduit, or as required by the regulatory authorities having jurisdiction and utility company, whichever is deeper; and,

J. Excavation for structures and other accessories shall have a minimum clearance of twelve inches and a maximum clearance of twenty-four inches on all sides.

K. Excavation shall not be carried below the required depths as indicated by the plans. Excess excavation below the required level shall be backfilled at the CONTRACTOR's expense with sharp sand, gravel or other suitable material thoroughly compacted and approved by the ENGINEER.

L. Any unstable soil shall be removed and shall be replaced by material acceptable to the ENGINEER. The removal and replacement of such unstable soil shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.

M. Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the ENGINEER. The removal of water shall be considered to be a part of the bid price of the pipe for which excavation and backfill is required.

Well points, pumps or other approved means shall be used to keep the ground water sufficiently low in the opinion of the ENGINEER to permit the placing of concrete, masonry or pipe in first class condition, and sufficiently long thereafter to protect the concrete, masonry or joints against washing or damage.

The CONTRACTOR shall also use such other means as may be necessary to keep the excavation in satisfactory condition for the construction of the work, and the use of well points, or other approved method, will not relieve the CONTRACTOR of his responsibility to make structures water tight.

Predigging of trenches in order to install well point systems shall be included in the bid price of the pipe.

N. Banks and trenches shall be vertical unless shown otherwise on plans. The width of the trench shall be no less than eight inches (8") and no more than twelve inches (12"), or as approved by the ENGINEER, on each side of the pipe bell for pipe up to 16" diameter. Bell holes shall be accurately excavated by hand.

O. If the bottom of the trench is rock, the excavation shall be carried eight inches below the invert of the pipe and backfilled with thoroughly compacted sharp sand, gravel or other suitable material approved by the ENGINEER.

P. Haunching, including tamping, material, and compaction, shall be in conformance with the pipe manufacturer's recommendation.

3.03 LATERALS

A. All utilities intended to connect to services within any building will be extended to within 5 feet of the building limits in the direction and at elevations to connect at those geometrical locations indicated or inferred on the drawings. All utility ends will be plugged and marked by a 2 inch x 4 inch piece of wood extending from the utility invert to 4 feet above final grade.

3.04 PIPE BEDDING (When Specified)

A. Accurately cut trenches for pipe or conduit to designated line and grade 6 inches below the bottom of the pipe, to width as specified previously. Compact trench bottoms a minimum of 92% of the maximum dry density as determined by ASTM D1557, Modified Proctor Test.

B. Over excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide a suitable base for continuous and uniform bedding.

C. Place bedding material and compact in 6 inch loose lifts to obtain at least 95% of the maximum dry density per ASTM D1557. Accurately shape bedding material to conform to lower portion of pipe barrel. After pipe installation, place and compact bedding material as specified above in maximum 6-inch loose layers to the springline of the pipe.

3.05 BACKFILLING

A. After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with material free from large stones or clods of a quality acceptable to the ENGINEER.

B. Backfill around the pipe and to a point twelve inches above the top of the pipe shall be placed in six inch layers compacted with 20-pound hand tampers or mechanical tampers suitable for this purpose. Backfilling shall follow pipe laying closely, and shall not be more than one hundred (100) feet behind completed pipe laying. Backfill over pipe shall be carefully placed by experienced labor and

thoroughly consolidated without shock to the pipe, and carried up uniformly on both sides of the pipe. No backfilling with bulldozers will be permitted adjacent to pipeline.

C. Within roadway right-of-ways, or within areas where pavements are to be constructed over the pipe, the remainder of the trench shall be placed in six-inch layers (compacted thickness) and shall be compacted to 100% of maximum density as determined by AASHTO T-99. CONTRACTOR will be responsible for correcting settlement in all backfilled areas whether under the pavement or otherwise.

D. In areas where no pavement is to be constructed, the backfill above the twelve-inch line above the pipe shall be compacted to a firmness approximately equal to that of the soil adjacent to the pipe trench or 95% of maximum density as determined by AASHTO T-180 in public rights of way. Backfill below the 12-inch line shall be compacted in 6-inch layers (compacted thickness) and shall be compacted to 100% of maximum density as determined by AASHTO T-180.

3.06 EXPLOSIVES

A. The use of explosives will not be permitted.

3.07 PAYMENT

A. No separate payment is provided for work covered by this Section. All costs in connection with Excavation and Backfilling, including testing, shall be included in the bid price of any item for which excavation and backfilling is required.

END OF SECTION

SECTION 02319

EXCAVATING, BACKFILLING, AND COMPACTING FOR PAVING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. All material, labor, equipment, tools and superintendence necessary to furnish and install excavating, backfilling, and compacting for paving, complete in place.

1.02 RELATED SECTIONS

A. Section 02722 – Stabilized Subgrade

B. Section 02725 – Limerock Base

1.03 SITE CONDITIONS

A. Site is subject to frequent inundating rains, and may be subject to localized flooding and surface flows. Site is subject to groundwater conditions which may impede the Work sequence.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 PREPARATION

A. Prepare the site prior to commencement of grading operations

3.02 LINE AND GRADE

A. All fill and excavation to be graded to subgrade +/- 0.10 foot. Drainage patterns are not to be altered from preconstruction conditions. CONTRACTOR shall be responsible for final grading, smoothing and clean-up of all areas between R.O.W. and / or easement lines and curb or pavement, regardless of work performed by other contractors. Final grade shall be established by “Blue Top” method.

3.03 EXCAVATION SPOIL

A. All spoil from excavation, except as may be determined by the ENGINEER to be unsuitable, shall be placed in the fill areas.

3.04 BENCHING

A. CONTRACTOR shall tie all fills into undisturbed bank with benches of not less than 2H:1V, with a minimum H=2'-0.

3.05 DEPTH OF FILL

A. CONTRACTOR shall place fill in level, uniform layers. Each layer shall have a uniform loose thickness of not more than ten (10) inches and/or a maximum compacted thickness of not more than six (6) inches, whichever is less.

3.06 MOISTURE CONTENT

A. CONTRACTOR shall prepare and bring each layer of fill to (+/-) 3% of optimum moisture. Where soils are placed in water the requirement for moisture control will be waived until such time as 1'-0 foot of comparative dry fill can be placed. At that time, moisture control and density control will begin again. The testing laboratory shall determine soils type and required moisture content. Where moisture fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas as follows:

1. High Moisture Content:

    a. Should moisture content exceed established maximum moisture content, CONTRACTOR shall spread, disk, aerate, and / or otherwise cause the moisture content to be reduced to within uniform maximum allowable limits.

2. Low Moisture Content:

    a. Should moisture content not reach established minimum moisture content, CONTRACTOR shall disk, sprinkler, water, mix, and/or otherwise bring the moisture content to within uniform minimum allowable limits.

3.07 COMPACTION

A. CONTRACTOR shall compact and / or otherwise manipulate each layer of fill using a vibratory compactor such that a uniform compaction of not less than 98% of maximum dry density, per AASHTO T-180.

B. Where compaction fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas.

3.08 FIELD QUALITY CONTROL

A. Provide passing density / moisture tests in accordance with the Contract Documents

END OF SECTION

SECTION 02577

PAVEMENT MARKING AND CAR STOPS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.02 WORK INCLUDED

A. The work covered by this section shall include the furnishing of all labor, equipment and materials necessary to construct and install all pavement marking, striping and car stops in accordance with the plans and these specifications.

1.03 RELATED WORK

A. Section 02746 - Asphaltic Concrete

1.04 QUALITY ASSURANCE

A. Perform all work in accordance with the requirements of local agencies.

PART 2 - PRODUCTS

2.01 Chlorinated rubber-alkyd type, as per Fed Spec. No. TT-P-115, Type III, or shall be Code T-1, conforming to Section 971-12.2 of the Florida Department of Transportation (FDOT) Standard Specifications.

A. Paint shall be factory mixed, quick drying and non-bleeding type.

B. Color shall be as per FDOT requirements.

C. Parking striping (except for handicap spaces) shall be provided with paint containing reflective additive.

2.02 Traffic pavement markings including arrows, lane markers and stop bars shall be thermoplastic paint and shall conform to the applicable Technical Specifications (Section 711) of the FDOT. All handicap parking striping shall be thermoplastic paint and shall conform to the applicable Technical Specifications (Section 711) of the FDOT.

2.03 Traffic paint shall conform to the applicable Technical Specifications (Section 710) of the Florida Department of Transportation (FDOT).

2.04 Car stops shall be of the size and dimensions shown on the plans. Concrete for car stops shall have a minimum compressive strength of 2,500 psi.

2.05 Reflectors shall be in accordance with FDOT Standards.

PART 3 - EXECUTION

3.01 TRAFFIC AND LANE MARKINGS

A. Sweep dust and loose material from the sealed surface.

B. Apply paint striping as indicated on the drawings, with suitable mechanical equipment to produce uniform straight edges.

1. Apply in not less than (2) two coats as per manufacturer's recommended rates of applications.

C. Protect pavement markings until completely dry in accordance with manufacturer’s recommendations.

END OF SECTION

SECTION 02630

STORM DRAINAGE FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.02 SUMMARY

A. Work under this section shall consist of providing all labor, plant facilities, materials, tools, equipment, shop drawings and supervision necessary and required to install all of the storm drainage facilities, including piping, fittings, structures, bedding, and backfilling, as specified in accordance with the contract documents.

1.03 WORK INCLUDED

A. Provide all labor, materials, necessary equipment and services to complete the Storm Drainage Facilities work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.04 RELATED WORK

A. Section 02100 – Clearing and Grubbing.

B. Section 02305 – Excavation and Backfilling for Utilities.

1.05 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. A185 – Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
2. A615 – Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
3. A760 – Corrugated Steel Pipe, Metallic-Coated for Sewers and Drains
4. A798 – Installation of Corrugated-Steel Pipe for Sewers and Other Applications
5. A929 – Metallic-Coated by the Hot-Dip Process for Corrugated Steel Pipe
6. C76 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
7. C478 – Precast Reinforced Concrete Manhole Sections
8. C1479 – Installation of Reinforced Concrete Pipe

9. C990-01A – Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants

10. D2321 – Installation of Thermoplastic Pipe for Sewer/Gravity-Flow Applications

11. D3034 – Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings

12. D3212 – Joints for Drain and Sewer Plastic Pipes Using Elastomeric Seals

13. F477 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe

14. F794 – Poly(Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter

15. F949 – Poly(Vinyl Chloride) (PVC) Corrugated Sewer Pipe With a Smooth Interior and Fittings

B. American Association of State Highway and Transportation Officials (AASHTO)

1. M198 – Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

2. M252 – Corrugated Polyethylene Drainage Tubing

3. M274 – Aluminum-Coated (Type 2), for Corrugated Steel Pipe

4. M294 – Corrugated Polyehtylene Pipe. 12 to 14 inch Diameter

5. M36 – Metallic Coated Corrugated Steel Culverts and Underdrains

6. M190 – Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches

7. M199 – Standard Specification for Precast Reinforced Concrete Manhole Sections

C. American Water Works Association (AWWA)

1. C110 – Ductile-Iron and Gray-Iron Fittings, 3 in through 48 in (75 mm through 1200 mm), for Water and Other Liquids (revision of ANSI/AWWA C110/A21.10-93)

2. C111 – Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

3. C151 – Ductile-Iron Pipe, Centrifugally Cast, for Water

D. American Concrete Institute (ACI)

1. 301 – Structural Concrete for Buildings, Specifications for

2. 318 –Building Code Requirements for Structural Plain Concrete

1.06 CLEARING

A. Clearing or installation of pipe and all drainage structures shall be confined within the working limits of the trenches. Trees, utility poles, survey monuments, underground and overhead utilities shall be suitably protected and preserved.

1.07 EXISTING UTILITIES

A. Furnish temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, cables, etc., and other obstructions encountered in the progress of the work.

B. When the grade of alignment of the pipe is obstructed by existing utility structures, such as conduits, ducts, pipes, branch connections to water or sewer mains, and other obstructions, the obstructions shall be permanently supported, relocated, removed or reconstructed by the CONTRACTOR in cooperation with the OWNERs of such structures. No deviation shall be made from the required line or grade except as directed in writing by the ENGINEER.

C. It shall be the responsibility of the CONTRACTOR to notify the OWNERs of existing utilities in the area of construction a minimum of 48 hours prior to any excavation adjacent of such utilities, so that field locations of said utilities may be established.

D. Temporary relocation of existing utilities (to be removed) to accommodate installation of storm drain pipe shall be the responsibility of the CONTRACTOR and approved by the ENGINEER. No additional payment shall be made for temporary relocation of existing utilities if shall be considered part of the bid item for the pipe.

1.08 PROJECT RECORD DOCUMENTS

A. Accurately record as-built locations of pipe runs, connections, catch basins, cleanouts, top elevations and invert elevations.

B. Identify and describe unexpected variations of subsurface conditions and location of any utilities encountered.

1.09 QUALITY ASSURANCE

A. All costs related to reinspection due to failures shall be paid for by the CONTRACTOR at no additional expense to the OWNER. OWNER reserves the right to direct any inspection that is deemed necessary. CONTRACTOR shall provide free access to site for inspection activities.

PART 2 - PRODUCTS

2.01 PIPE

A. ALUMINUM METAL PIPE:

1. Pipe material shall be full round or spiral, hy-flo aluminum culvert pipe, as specified in A.S.T.M. B209 and A.A.S.H.T.O. M-196. Aluminum pipe shall be in accordance with Florida D.O.T. Specification Section 945.

2. Metal pipe shall be jointed according to the pipe manufacturer's specifications for the pipe manufacturer's water tight joint. Corrugated metal band or coupling with bolts as recommended and furnished by the pipe manufacturer shall be used for joints. No pipe or pipe fittings which have been dented, scratched or marred in any way shall be accepted. The CONTRACTOR must receive written approval to backfill before placing any backfill over the pipe. The metal pipe shall be furnished in standard laying lengths of 20' or 40'.

3. Perforated corrugated metal pipe shall be aluminum full round or spiral pipe as specified in A.S.T.M. B209 and A.A.S.H.T.O. M-196, perforated corrugated metal underdrain pipe shall be referred to as P.C.M.P.

B. REINFORCED CONCRETE CULVERT PIPE:

1. Concrete pipe shall be produced by a reputable manufacturer engaged in the full time business of manufacturing concrete pipe. Pipe manufacturer shall produce the pipe from an approved, permanent plant acceptable to the ENGINEER.

2. All concrete pipe shall be reinforced and shall conform to the requirements of ASTM C-76. "Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe." All pipe shall be a minimum of Class III. Pipe shall have an interior surface which is smooth, uniform and free from rough spots, irregularities and projections. Nominal pipe lengths shall be 8' unless authorized otherwise by the OWNER's Representative. Lifting holes will be permitted, one (1) hole per length.

3. Concrete pipe may be either bell and spigot, tongue and groove or modified tongue and groove.

4. Internal rubber gasket joints shall be used. The internal rubber gasket joint shall be supplied by the pipe manufacturer and shall be completely compatible in every respect with the pipe furnished. The rubber gasket on the inside of the bell or groove shall be installed on the pipe at the plant by the pipe manufacturer. All materials and accessories for the rubber gasket joint and the methods of jointing shall be in strict conformance with the pipe manufacturer's direction and recommendation. Joint must be completely water tight.

5. Cement grout joints shall be completely water tight and acceptable to the OWNER's Representative. A full bed of mortar shall be placed in the bell and/or groove and on the tongue and/or spigot. The annular space in the pipe joint shall be wiped with cement mortar to insure the joint is filled and to present a smooth surface. The complete exterior periphery of the joint shall have a standard cement grout diaper joint. Diaper shall be installed with the aid of an approved cloth ring. Cement mortar joints shall be made in the dry. Mortar and grout shall be one part Portland Cement to two parts by weight of sand. Mortar shall have enough water to make a stiff mixture that can be molded and worked. Cement mortar joints shall not be covered until inspected and approved by the OWNER's Representative.

C. HIGH DENSITY POLYETHYLENE PIPE:

1. High Density Polyethylene Pipe (HDPE) sizes 12" - 36", shall be corrugated type, smooth interior, conforming to ASTM F405, ASTM F667, AASHTO M252 and AASHTO M294 as manufactured by Advanced Drainage Systems or approved equal.

2. Basic Material:

   a. Extruded Pipe and Blow Molded Fittings: Pipe and fittings shall be made of virgin PE compounds which conform with the requirements for Type III, Category 4 or 5, Grade P33, Class C; or Grade P34, Class C, as defined and described in ASTM D 1248.

   b. Rotational Molded Pipe and Fittings: Pipe and fittings shall be made of virgin PE compounds which conform with the requirements of Type III, Category 3, Grade P33, Class C; or Grade P34, Class C, as defined and described in ASTM D 1248.

3. Corrugated Polyethylene Pipe shall meet the requirements as describe in ASTM D 2412 for pipe stiffness.

4. Corrugated Polyethylene Pipe shall be in accordance for brittleness with ASTM D 2444.

5. Fitting Requirements:

   a. The fittings shall not reduce or impair the overall integrity or function of the pipe line.

   b. Couplings shall be corrugated to match the pipe corrugations and shall provide sufficient longitudinal strength to preserve pipe alignment and prevent separation at the joints. Couplings shall be bell and spigot, split collar, or screw-on collar. split collar couplings shall engage at least one full corrugation on each pipe section and screw on collars shall be in width at least one-half the nominal diameter of the pipe.

   c. HDPE pipe joints shall be of a rubber or neoprene gasket designed to secure a soil tight joint.

D. BITUMINOUS COATED CORRUGATED STEEL (Metal) PIPE and PIPE ARCH (BCCMP/BCCMA)

1. Pipe shall meet the requirements of ASTM A760 or AASHTO M36 and be fully bituminous coated in accordance with AASHTO M190;

2. The minimum gage for pipe materials shall be 16 gauge for diameters of 10-24 inches, 14 gage for diameters of 30-36 inches, 12 gage for diameters of 42-54 inches, 10 gage for diameters of 60-72 inches and 8 gauge for diameters of 78 inches and larger, but not less than the gage otherwise indicated on the drawings;

3. Each pipe shall be clearly marked to show class or gauge, date of manufacture, and name or trademark of the manufacturer; and,

4. Joints for corrugated metal pipe, pipe arches and fittings shall be outside collars or coupling bands of galvanized steel angles riveted near the ends and bolted through angles to draw the bands tight.

E. ALUMINIZED STEEL TYPE 2 CORRUGATED STEEL PIPE

1. Pipe shall meet the requirements of ASTM A929 or AASHTO M274;

2. May be used in lieu of BCCMP and shall meet the requirements of Article 2.01(C 2-4) noted above; and,

3. Externally Ribbed Pipe, such as "ULTRA FLO" shall not be permitted.

F. POLYVINYL CHLORIDE PIPE (PVC)

1. Pipe shall meet the requirements of ASTM D3034, SDR 35; and,

2. Rubber gaskets shall meet the requirements of ASTM F477 with joints conforming to ASTM D3212.

G. CORRUGATED POLYVINYL CHLORIDE PIPE

1. Pipe shall meet the requirements of ASTM F949 and F794;

2. Rubber gaskets shall meet the requirements of ASTM F477 with joints conforming to ASTM D3212; and,

3. Approved Manufacture: Contech "A2000", 1001 Grove Street, Middletown, OH 45044, (336) 854-2177 or approved equal.

H. DUCTILE IRON PIPE (DIP)

1. Pipe shall meet the requirements of AWWA C151; and,

2. Fittings shall meet the requirements of AWWA C110 with rubber gaskets conforming to AWWA C111.

PART 3 – EXECUTION

3.01 GENERAL

A. CONTRACTOR shall only use the pipe material as specified on the plans. Materials will not be allowed unless approved by the ENGINEER in writing.

B. The CONTRACTOR shall install all drainage structures and pipe in the locations shown on the drawings and/or as approved by the OWNER. Pipe shall be of the type and sizes specified on the drawings and shall be laid accurately to line and grade. Structures shall be accurately located and properly oriented.

C. Excavation and Backfill – The provisions in Section 02305, Excavating and Backfilling for Utilities shall govern all work under this Section.

D. Storage and Handling of Pipe – All pipe shall be protected against impact, shock and free fall, and only equipment of sufficient capacity and proper design shall be used in the handling of the pipe. Storage of pipe on the job shall be in accordance with the pipe manufacturer's recommendations.

E. Damage to Pipe

1. Pipe which is defective from any cause, including damage caused by handling, and determined by the OWNER as unrepairable, shall be unacceptable for installation and shall be replaced at no cost to the OWNER and as directed by the OWNER; and,

2. Pipe that is damaged or disturbed through any cause prior to acceptance of the work, shall be repaired realigned or replaced as directed by the OWNER, at the CONTRACTOR's expense.

F. Maintenance Access Structures, catch basins and drain inlets shall be constructed as soon as the pipe laying reaches the location of the structures. Should the CONTRACTOR continue his pipe laying without making provisions for completion of the structures, the OWNER shall have the authority to stop the pipe laying operations until the structure is completed.

G. Any structure, which is mislocated or oriented improperly, shall be removed and re-built in its proper location, alignment and orientation at the CONTRACTOR's expense.

3.02 EXCAVATIONS

A. Trenches shall be kept as nearly vertical as possible and, if required, shall be properly sheeted and braced. Where, in the opinion of the ENGINEER, damage could result from withdrawing sheeting, the sheeting shall be left in place. Not more than 100 feet of trench shall be opened at any one time or in advance of pipe laying unless permitted by the ENGINEER.

1. Except in rock, water-bearing earth or where a granular or concrete base is to be used, mechanical excavation of trenches shall be stopped above the final grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed. If overdigging occurs, all loosened earth shall be removed and the trench bottom brought back to grade with granular material.

2. Excavations and trenches in rock shall be carried to a depth of not less than 8" below the pipe bottom. This space shall be filled with granular material or washed rock.

3. Width of trenches shall be such as to provide adequate space for placing and jointing pipe properly, but in every case the trench shall be kept to a minimum width.

4. Any unstable soil encountered shall be removed and replaced with gravel, crushed rock or rock and sand suitably compacted.

3.03 PREPARATION TO TRENCH BOTTOM

A. Water shall not be allowed in the trenches while the trench bottom is being prepared or while pipe is being installed, unless directed by the ENGINEER.

B. A continuous trough shall be shaped to receive the bottom quadrant of the pipe barrel. Bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

C. Where unsuitable soil conditions are encountered, the trench bottom shall be excavated to a minimum of eight (8) inches below the proposed bottom of the pipe, and a trough as described above shall be formed with sharp sand or bedding rock to uniformly support the bottom quadrant of the pipe barrel.

3.04 BEDDING

A. Bedding material, when required, shall be in accordance with Section 02305, Excavating and Backfilling for Utilities for work described within this Section.

3.05 PIPE INSTALLATION

A. Comply with Section 02305, Excavating and Backfilling for Utilities

B. Laying Pipe

1. Unloading and Handling: All pipes shall be unloaded and handled with reasonable care. Pipes shall not be rolled or dragged over gravel or rock during handling. The CONTRACTOR shall take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe and the lifting device used uniformly distributes the weight of the pipe along its axis or circumference;

2. Each length of pipe shall be inspected for defects and cracks before carefully lowered into the trench. Any damaged or any pipe that has had its grade disturbed after laying shall be removed and replaced. Bituminous coated pipe shall be handled with special care and repair of damaged coating shall conform with AASHTO M190;

3. Lay pipe on prepared foundation starting at the downgrade end according to line and grade with the necessary drainage structures, fittings, bends and appurtenances as shown on the drawings. Rigid pipes shall be laid with the bell or groove ends upgrade with the spigot or tongue fully inserted. Flexible pipes shall be laid with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points. Reinforced concrete pipe shall be installed in accordance with ASTM C1479. Bituminous coated corrugated steel pipe and arch pipe shall be installed in accordance with ASTM A798. HDPE pipes shall be installed in accordance with pipe manufacture’s installation guidelines for heavy duty drainage applications and ASTM D2321; and,

4. Pipe sections shall be firmly joined together with appropriate gaskets or bands and joints wrapped with approved fabric.

5. Pipe shall be protected during handling against impact shocks and free falls. Pipe shall be kept clean at all times and no pipe shall be used that does not conform to the Specifications.

6. The laying of the pipe shall be commenced at the lowest point with spigot ends pointing in the direction of flow. All pipe shall be laid with ends abutting and true to line and grade. They shall be laid in accordance with manufacturer's requirements as approved by the ENGINEER.

7. Pipe shall be laid accurately to the line and grade as designated on the plans. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be jointed, or of the factory made jointing material, shall be clean and dry. Lubricant, primers, adhesive, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined and adjusted in such a manner as to obtain a water tight line. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to prevent movement of pipe off line and grade.

8. The exposed ends of all pipe shall be suitably plugged to prevent earth, water, or other substances from entering the pipe when construction is not in progress.

3.06 BACKFILLING TRENCHES

A. No trenches or excavations shall be backfilled until the trench and installation has been inspected and written approval given by the OWNER's Representative. Under no circumstances shall water be permitted to rise in unbackfilled trenches after pipe has been placed. Trenches shall be backfilled with approved material, free of large clods, stones or rocks and carefully deposited in layers not to exceed 6" until enough fill has been placed to provide a cover of not less than 1' above the pipe. Each layer shall be placed, then carefully and uniformly tamped, so as to eliminate the possibility of pipe displacement. The remainder of backfill materials shall then be placed, moistened and compacted in 8" layers to 98% maximum AASHTO T-180 density.

B. Whenever the trenches have been improperly filled or if settlement occurs, they shall be refilled, compacted, smoothed off and made to conform to grade. Unless otherwise directed or shown on the plans, backfill in trenches in or through roadways shall be made as specified above, except that the entire fill above 1' over the pipe shall be deposited in layers not to exceed 8" in thickness, moistened, and compacted to density equal to or greater than that of adjacent material so that pavement can be placed immediately.

3.07 CONCRETE ENCASEMENT OF DRAINAGE PIPE

A. Trenches in which encasement for pipe are to be placed, may be excavated completely with mechanical equipment. Prior to formation of the encasement, temporary supports consisting of timber wedges or masonry shall be used to support the pipe in place. Temporary supports shall have minimum dimensions and shall support the pipe at no more than two places, one at the bottom of the barrel of the pipe adjacent to the shoulder of the socket and the other near the spigot end.

3.08 DRAINAGE STRUCTURES

A. All structures shall be built to the line and grade shown on drawings. All reinforced concrete work shall be in strict conformance with the concrete specifications contained herein. After erection of the forms and placing of the steel, the CONTRACTOR must have inspection and approval from the ENGINEER before placing any concrete. After removal of the forms, the CONTRACTOR shall backfill around each structure with approved granular fill. The fill shall be placed in layers not exceeding 8" in depth measured loose and compacted to 98% of the maximum density as determined by the modified proctor, AASHTO T-180. No defects of any kind in the pipe section will be accepted. All pipe stubs shall be made of the same type of pipe. Pipe stubs shall be sealed with a concrete plug, water tight. The ends of the pipes which enter masonry shall be neatly cut to fit the inner face of the masonry. Cutting shall be done before the pipes are built in.

3.09 INFILTRATION AND EXFILTRATION TESTS

A. Tests for watertightness shall be made by the CONTRACTOR. Leakage of completed storm sewer system shall not exceed 500 U.S. gallons per day per inch diameter per mile of pipe under minimum hydrostatic pressure of 2'. Test shall be conducted in a manner satisfactory to the ENGINEER. Any portion of the project not conforming to the above requirements shall be corrected by the CONTRACTOR, at his own expense, prior to acceptance by the ENGINEER.

3.10 RESTORATION OF SURFACES AND/OR STRUCTURES

A. The CONTRACTOR shall restore and/or replace paving, curbing, sidewalks, fences and survey points, or any other disturbed surfaces or structures to a condition equal to that before the work was begun and to the satisfaction of the ENGINEER. Relative to restoration of surfaces and/or structures, the CONTRACTOR shall comply with all requirements of governing agencies including city, town, county and state.

3.11 PROTECTION AND CLEANING

A. The CONTRACTOR shall maintain all pipe installations and drainage structures in a condition such that they will function continuously and shall be kept clean of silt, debris and other foreign matter from the pipe and drainage structure is installed until the project is accepted.

3.12 FINAL INSPECTION

A. All storm sewers shall be lamped by the ENGINEER prior to acceptance of the work. Repairs or misalignment shown necessary by the tests shall be corrected at the CONTRACTOR's expense. All sewers shall be thoroughly cleaned before being placed into use and shall be kept clean until final acceptance by the ENGINEER.

B. Upon completion of the work and before final acceptance by the OWNER, the entire drainage system shall be subject to a final inspection in the presence of the OWNER and/or ENGINEER. The work shall not be considered as complete until all requirements for line, grade, cleanliness, and workmanship have been completed.

END OF SECTION

SECTION 02722

STABILIZED SUBGRADE

PART 1 - GENERAL

1.01 WORK INCLUDES

A. The work specified in this section consists of the construction of a stabilized compacted pavement subgrade where indicated on the Drawings. Construction shall be to the uniformity, density and bearing ratio specified hereinafter and to the depths and dimensions indicated on the Drawings.

B. Definitions:

The stabilizing shall be FDOT Type B as described hereinafter. The required bearing ratio value shall be obtained by stabilizing the subgrade material by the addition and mixing in of suitable stabilizing material. Such work shall be done in accordance with these Specifications, lines, grades, thicknesses and notes shown on the Drawings.

C. When the volume of the excavation exceeds that required to construct the subgrade to the grades indicated, any excess unsuitable material shall be removed from the site and disposed. Excess suitable material shall be removed from the site to a designated location within the City. The ENGINEER will notify the CONTRACTOR of the location and determine which material is suitable or unsuitable.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General:

The particular type of stabilizing material to be used shall be in accordance with Paragraph 2.01.E hereinafter and shall meet the following requirements.

B. Commercial Materials:

1. General:

Materials which are designated as commercial materials which are to be used for this stabilizing may be either commercial limerock, limerock overburden or crushed shell.

2. Limerock:

Specific requirements for limerock and limerock overburden: For limerock and limerock overburden the percentage of carbonates of calcium and magnesium shall be at least 70, and the plasticity index shall not exceed 10. The gradation of both commercial limerock and limerock overburden shall be such that 97% of these materials will pass a 1-inch sieve.

C. Local Material:

1. General:

Local materials used for this stabilizing may be high-bearing value soils or sand-clay material. The material passing the 40-mesh sieve shall have a liquid limit not greater than 30 and a plasticity index not greater than 10.

2. Blending:

No blending of materials to meet these requirements will be permitted unless authorized by the ENGINEER. When blending is permitted, the blended material shall be tested and approved before being spread on the roadway.

D. Type B Stabilization:

1. The type of materials, commercial or local, shall be at the CONTRACTOR's option.

2. No separate payment for stabilizing materials will be made.

3. Bearing value determinations will be made by the Limerock Bearing Ratio Method.

4. Under this method, it shall be the CONTRACTOR's responsibility that the finished pavement section meets the bearing value requirements regardless of the quantity of stabilizing materials necessary to be added.

5. After the pavement grading operations have been substantially completed, the CONTRACTOR shall make their own determination as to the quantity (if any) of stabilizing material, of the type selected, necessary for compliance with the bearing value requirements. The CONTRACTOR shall notify the ENGINEER of the approximate quantity to be added. The spreading and mixing of such quantity of materials shall meet the approval of the ENGINEER as to uniformity and effectiveness.

PART 3 - EXECUTION

3.01 PREPARATION

General:

1. Prior to the beginning of stabilizing operations, the area to be stabilized shall have been constructed to an elevation such that upon completion of stabilizing operations the completed stabilized subgrade will conform to the lines, grades and cross section shown in the Plans. Prior to the spreading of any additive stabilizing material, the surface of the roadbed shall be brought to a plane approximately parallel to the plane of the proposed finished surface.

2. The subgrade to be stabilized may be processed in one course, unless the equipment and methods being used do not provide the required uniformity, particle size limitation, compaction and other desired results, in which case, the ENGINEER will direct that the processing be done in more than one course.

3.02 APPLICATION

A. Stabilizing Material:

1. When additive stabilizing materials are required, the designated quantity shall be spread uniformly over the area to be stabilized.
2. Commercial stabilizing material shall be spread by the use of mechanical material spreaders except that where use of such equipment is not practicable other means of spreading may be used, but only upon written approval of the ENGINEER.

B. Mixing:

1. The mixing shall be done with rotary tillers or other equipment meeting the approval of the PORT ENGINEER. The area to be stabilized shall be thoroughly mixed throughout the entire depth and width of the stabilizing limits.

2. The mixing operations, as specified, will be required regardless of whether the existing soil or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

3. As an exception to the above mixing requirements, where the subgrade is of rock, the ENGINEER may direct that the mixing operations (and the work of stabilizing) be waived.

C. Maximum Particle Size of Mixed Materials:

At the completion of mixing, all particles of material within the limits of the area to be stabilized shall pass a 3-1/2 inch ring. Any particles not meeting this requirement shall be removed from the stabilized area or shall be broken down so as to meet this requirement.

D. Compaction:

After the mixing operations have been completed and requirements for bearing value, uniformity and particle size have been satisfied, the stabilized area shall be compacted, in accordance with Paragraph 3.03.B hereinafter. The materials shall be compacted at a moisture content permitting the specified compaction. If the moisture content of the material is improper for attaining the specified density, either water shall be added or the material shall be permitted to dry until the proper moisture content for the specified compaction is reached.

E. Finish Grading:

The completed stabilized subgrade shall be shaped to conform with the finished lines, grades and cross section indicated in the Drawings. The subgrade shall be checked by the use of elevation stakes or other means approved by ENGINEER.

F. Requirements for Condition of Completed Subgrade:

1. After the stabilizing and compacting operations have been completed, the subgrade shall be firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the Drawings.

2. All soft and yielding material and any other portions of the subgrade which will not compact readily shall be removed and replaced with suitable material and the whole subgrade brought to line and grade, with proper allowance for subsequent compaction.

G. Maintenance of Completed Subgrade:

After the subgrade has been completed as specified above, the CONTRACTOR shall maintain it free from ruts, depressions and any damage resulting from the hauling or handling of materials, equipment, tools, etc. It shall be CONTRACTOR's responsibility to maintain the required density until the subsequent base or pavement is in place. Such responsibility shall include any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Any such work required for recompaction shall be at the CONTRACTOR's expense. Ditches and drains shall be constructed and maintained along the completed subgrade section.

3.03 FIELD QUALITY CONTROL

A. Bearing Value Requirements:

1. General:

Bearing value samples will be obtained and tested by the ENGINEER at completion of satisfactory mixing of the stabilized area. For any area where the bearing value obtained is deficient from the value indicated on the Drawings, in excess of the tolerances established herein, additional stabilizing material shall be spread and mixed in accordance with 3.02.B.l and 3.02B.2. This reprocessing shall be done for the full width of the area being stabilized and longitudinally for a distance of 50 feet beyond the limits of the area in which the bearing value is deficient.

2. Tolerances in Bearing Value Requirements:

The following undertolerances from the specified bearing value will be allowed as based on tests performed on samples obtained after mixing operations have been completed:

Specified Bearing Value	Undertolerances
LBR 40	5.0
LBR 70	5.0

B. Density Requirements:

General:

Within the entire limits of the width and depth of the areas to be stabilized, the minimum density acceptable at any location will be 98% of the maximum density as determined by AASHTO T-180.

C. Density Tests:

1. Density tests shall be taken by an independent testing laboratory certified in the State of Florida where directed by ENGINEER.

2. Density tests shall be taken at a minimum spacing of one per 2000 square feet of material (per lift).

3. All testing costs shall be paid for by the CONTRACTOR.

4. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished grade.

5. At least three density determinations shall be made on each day's final operations on each course. The density determination shall be made at more frequent intervals if deemed necessary by the ENGINEER.

END OF SECTION

SECTION 02725

LIMEROCK BASE

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section shall include all materials, labor, equipment, tools and superintendence necessary to furnish and install compacted limerock base complete in place.

1.02 RELATED SECTION

A. Section 02722 - Stabilized Subgrade

B. Section 02319 - Excavating, Backfilling, and Compacting for Pavement

C. Section 02742 - Prime and Tack Coat

1.03 REFERENCES

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. Section - 911 Limerock Material For Base and Stabilized Base

1.04 SITE CONDITIONS

Site is subject to frequent inundating rains, and may be subject to localized flooding and surface flows. Site is subject to groundwater conditions, which may impede the Work sequence.

PART 2 - PRODUCTS

2.01 MATERIALS

In accordance with FDOT Section - 911 Limerock Material For Base and Stabilized Base. Limerock material shall have an average LBR value of not less than 100. The minimum calcium carbonate content shall be 70.

PART 3 - EXECUTION

3.01 INSTALLATION

Construct in accordance with FDOT Section - 911 Limerock Material For Base and Stabilized Base.

3.02 MOISTURE CONTENT

CONTRACTOR shall prepare and bring each layer of fill to (+/-) 3% of optimum moisture. The testing laboratory shall determine soils type and required moisture content. Where moisture fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas as follows:

PART 1 - High Moisture Content:

Should moisture content exceed established maximum moisture content, CONTRACTOR shall spread, disk, aerate, and / or otherwise cause the moisture content to be reduced to within uniform maximum allowable limits.

PART 2 - Low Moisture Content:

Should moisture content not reach established minimum moisture content, CONTRACTOR shall disk, sprinkler, water, mix, and/or otherwise bring the moisture content to within uniform minimum allowable limits.

3.03 COMPACTION

CONTRACTOR shall compact and/or otherwise manipulate each layer of fill using a vibratory compactor such that a uniform compaction of not less than 98% of maximum dry density, per AASHTO T-180 (Modified Proctor).

Where compaction fails to meet specified limits, CONTRACTOR shall rework, re-compact, and retest failed areas.

3.04 FIELD QUALITY CONTROL

Provide passing density / moisture tests in accordance with the Contract Documents.

END OF SECTION

SECTION 02742

PRIME AND TACK COATS

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section shall include all materials, labor, equipment, tools and superintendence necessary to furnish and install the application of bituminous material on previously prepared base.

1.02 RELATED SECTION

Section 02725 - Limerock Base

1.03 REFERENCE

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. Section 300 - Prime and Tack Coats For Base Courses

PART 2 - PRODUCTS

2.01 MATERIALS

1. Prime Coat

   Unless otherwise indicated, the material used for the prime coat shall be cutback asphalt, Grade RC-70 or RC-250 and shall conform with the requirements specified in FDOT 300- 2 Materials. Unless otherwise indicated, the use of either RC-70 or RC-250 shall be at the CONTRACTOR's option.

2. Tack Coat

   The material used for the tack coat shall be emulsified asphalt, Grade RS-2 and shall conform with the requirements specified in FDOT 300 -2 Materials.

PART 3 - EXECUTION

3.00 INSTALLATION

In accordance with FDOT 300 - Prime and Tack Coats For Base Courses.

Rate of Application:

1. Limerock Base - 0.10 gallons per square yard
2. Tack Coat - 0.08 gallons per square yard.

END OF SECTION

SECTION 02746

ASPHALTIC CONCRETE

PART 1 - GENERAL

1.01 SECTION INCLUDES

All material, labor, equipment, tools, and superintendence necessary to furnish and install asphaltic concrete pavement, complete in place.

1.02 REFERENCES

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction.

PART 2 - PRODUCTS

2.01 MATERIALS

Asphaltic Concrete shall conform to the latest version of the FDOT specifications that include Type S-III and Type S-1 Asphalt Concrete within the FDOT Specifications. The lowest percentage available of the Type S asphalt may be recycled asphalt if it meets the FDOT specifications regarding recycled asphalt. Recycled asphalt must also have uniform consistency meeting typically accepted construction practices to provide typically accepted aphalt appearance. Asphalt installed shall be free and clear of foreign objects and materials.

PART 3 - EXECUTION

3.01 INSTALLATION

Construction of Asphaltic Concrete pavements shall conform to FDOT Standard Section 320 Hot Bituminous Mixtures - Plant, Methods and Equipment.

END OF SECTION

SECTION 02774

PORTLAND CEMENT CONCRETE CURB and GUTTER

PART 1 - GENERAL

1.01 SECTION INCLUDES

All materials, labor, equipment, tools and superintendence necessary to furnish and install concrete curbs.

1.02 REFERENCE

1. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. Section 520 Concrete Gutter, Curb Elements and Traffic Separator.
2. Florida Department of Transportation, Roadway and Traffic Design Standards, Curb and Curbs and Pavement Joints

1.03 SUBMITTAL

Submit mix design.

PART 2 - PRODUCTS

2.01 MATERIAL

FDOT Section 520- Concrete Gutter, Curb Elements and Traffic Separator

PART 3 - EXECUTION

3.01 INSTALLATION

1. Typical Section and Layout - City Standard Detail.
2. FDOT Section 520- Concrete Gutter, Curb Elements and Traffic Separator
3. FDOT, Roadway and Traffic Design Standards, Curb and Curbs and Pavement Joints

3.02 REPAIR

1. Minimum length of curb to be repaired or replaced shall be as directed by ENGINEER.

END OF SECTION

SECTION 02775

CONCRETE SIDEWALK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

1.02 WORK INCLUDED

A. The work specified in this Section consists of the construction of concrete sidewalk in accordance with these Specifications and in conformity with the lines, grades, dimensions and notes shown on the plans.

1.03 RELATED WORK

A. Section 02100 – Clearing and Grubbing.

B. Section 03010 – Concrete Work.

PART 2 - PRODUCTS

2.01 CONCRETE

A. Concrete shall be Class I Concrete, with a minimum compressive strength of 3,000 psi in accordance with Section 346 and 347, Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.02 FORMS

A. Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength when staked, to resist the lateral pressure of the concrete without displacement from lines and grade. Forms shall be cleaned each time they are used and shall be oiled prior to placing the concrete.

2.03 SUBGRADE AND GRADING

A. Excavation shall be made to the required depth, and the foundation material upon which the sidewalk is to be set shall be compacted to a firm, even surface, true to grade and cross-section, and shall be moist at the time that the concrete is placed.

2.04 JOINTS

A. Expansion joints between the sidewalk and the curb, and at all other locations indicated on the plans, shall be 1/4-inch wide, formed with a preformed joint filler. Preformed joint filler shall meet the requirements of AASHTO M153 or AASHTO M213.

B. Contraction joints may be of the open type or may be sawed. Open type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 1/2-inch radius.

If the CONTRACTOR elects to saw the contraction joints, a slot approximately 1/8 inch wide and not less than 1-1/2 inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time:

Contraction joints shall be constructed at not more than 25-foot intervals, and shall be in place within 12 hours after finishing.

PART 3 - EXECUTION

3.01 PLACING

A. The concrete shall be placed in the forms to the required depth and shall be vibrated and spaded until mortar entirely covers its surface.

3.02 FINISHING

A. Screeding: The concrete shall be struck-off by means of a wood or metal screed, used perpendicular to the forms, and floated in order to obtain the required grade and remove surplus water and laitance.

B. Surface requirements: The concrete shall be given a broom finish. The surface variations shall not be more than 1/4 inch under a ten-foot straightedge, nor more than 1/8 inch on a five-foot transverse section. The exposed edge of the slab shall be carefully finished with an edging tool having a radius of 1-1/2 inch.

3.03 CURING

A. The concrete shall be continuously cured for a period of at least 72 hours. Curing shall be commenced after finishing has been completed and as soon as the concrete has hardened sufficiently, to permit application of the curing material without marring the surface.

B. Wet burlap, white-pigmented curing compound, waterproof paper or polyethylene sheets may be used for the curing.

C. CONTRACTOR shall protect against graffiti and other damages to the finish, prior to curing and acceptance.

D. No sidewalk installed by the CONTRACTOR with visible cracks will be accepted by the OWNER. Cracked sidewalk shall be removed, disposed of and replaced by the CONTRACTOR at no cost to

the OWNER. Cracked sidewalk replacement shall consist of a minimum of one flag (5') of sidewalk.

END OF SECTION

SECTION 02910

SODDING

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this Section.

1.01 SCOPE OF WORK

A. The work included in this section consists of furnishing all labor, supplies, equipment and materials necessary to complete the installation of sod and associated materials herein after listed and as shown on the plans.

1.02 RELATED WORK

A. Section 02100 – Clearing and Grubbing

1.03 QUALITY ASSURANCE

A. Sodding work shall be performed by a firm specializing in sodding.

B. Source Quality Control: Ship sod with certificates of inspection as required by governing authorities. Company with regulations applicable to sod.

Do not make substitutions. If specified sod is not obtainable, submit proof of non-availability to ENGINEER, together with proposal for use of equivalent material.

C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

1.04 SUBMITTALS

A. Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Plant and Material Certifications:

1. Certificate of inspection as required by governmental authorities

2. Manufacturer's or vendor's certified analysis for soil amendments or fertilizer materials.

1.05 DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying.

C. Transporting:

1. Sod transported to the project in open vehicles shall be covered with tarpaulin or other suitable covers securely fastened to the body of the vehicle to prevent injury to the sod material. Closed vehicles shall be adequately ventilated to prevent overheating of the sod. Evidence of inadequate protection against drying out in transit shall be cause for rejection.

2. Sod shall be kept moist, fresh and protected at all times. Such protection shall encompass the entire period during which the sod is in transit, being handled, or in temporary storage.

3. Upon arrival at the temporary storage location or the site of work, sod shall be inspected for proper shipping procedures. Should the roots be dried out, the ENGINEER will reject the sod. When sod has been rejected, the CONTRACTOR shall remove it at once from the area of the work and replace it.

4. Unless otherwise authorized by the ENGINEER, the CONTRACTOR shall notify the ENGINEER at least 48 hours in advance of the anticipated delivery date of sod material. A legible copy of the invoice, showing species and variety of sod included for each shipment shall be submitted to ENGINEER. Certificate of Inspection must accompany each sod shipment.

5. Sod shall not be installed until it has been inspected by ENGINEER. When sod has been rejected, the CONTRACTOR shall remove it at once from the area of the work and replace it.

1.06 JOB CONDITIONS

A. Begin installation of sod after preceding related work is accepted.

B. Environmental Requirements:

1. Install sod during months acceptable to ENGINEER.

2. Do not install sod on saturated soil.

C. Protection: Erect signs and barriers to control vehicular traffic.

D. Utilities: Determine location of underground utilities and perform work in a manner, which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

1.07 SEQUENCING AND SCHEDULING

A. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

B. Coordination with sodding: Plant trees, palms and shrubs after final grades are established and prior to planting of sod, unless otherwise acceptable to ENGINEER. If planting of trees, palms and shrubs occurs after sod work, protect sod areas and promptly repair damage to lawns resulting from planting operations.

1.08 SPECIAL PROJECT WARRANTY

A. Warranty sod through specified lawn maintenance period, and until final acceptance.

B. Lawn maintenance period shall extend up to 30 days after final acceptance by ENGINEER. Lawn maintenance shall include initial fertilization, watering and mowing, as required.

PART 2 - PRODUCTS

2.01 PLANTING SOIL

A. Provide new planting soil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.

B. Obtain planting soil from local sources or from areas having similar soil characteristics to that found at project site.

C. Refer to Section 2284 for topsoil specifications

2.02 COMMERCIAL FERTILIZER

A. For sod, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to sod during initial period of growth; at least 50 percent of nitrogen to be organic form.

2.03 SOD

A. Provide strongly rooted sod, not less than 2 years old, free of weeds and undesirable native grasses, and machine cut to pad thickness of 1-1/2 inch (plus or minus 1/4 inch), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant).

B. Provide sod uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.

C. Provide sod composed of the following:

1. Sod variety shall be as indicated on the contract drawings.

D. Sod shall be nursery grown on cultivated mineral agricultural soils and must be weed free on delivery. Sod shall have been mowed regularly and carefully maintained from planting to harvest.

E. American Sod Producers Association (ASPA) Grade: Nursery Grown or Approved. Field grown sod is not acceptable.

F. Furnished in pads for St. Augustine:

1. Size:

a. Length: 24 inches plus or minus 5%.
b. Width: 18 inches plus or minus 5%
c. Thickness: 1-1/2 inches excluding top growth and thatch.

2. Not stretched, broken or torn.

G. Uniformly mowed height when harvested: 2 inches.

H. Thatch: Maximum 1/2 inch uncompressed.

I. Inspected and found free of disease, nematodes, pests, and pest larvae, by entomologist of State Department of Agriculture.

J. Weeds:

1. Free of Bermuda grass, nut grass or other objectionable weeds.

K. Uniform in color, leaf texture, and density.

2.04 WATER

A. Water shall be from municipal water supplies or from the irrigation system water source.

2.05 FERTILIZER

A. FS O-F-241c(1), Grade A or B.

B. The chemical designation shall be 1-8-8, with at least 50 percent of the nitrogen from a non-water-soluble organic source.

2.06 HERBICIDES

A. As recommended by the State Department of Agriculture.

2.07 STAKES

A. Softwood, 3/4-inch diameter, 8-inch length if required.

PART 3 - EXECUTION

3.01 PREPARATION OF GROUND SURFACE

A. Before mixing, clean planting soil of roots, plants, sods, stones, clay lumps, and other extraneous material harmful or toxic to plant growth.

B. Mix specified fertilizers with planting soil as necessary at rates specified. Delay mixing fertilizer if planting will not allow placing of planting soil within a few days.

C. For sod, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.02 PREPARATION OF PLANTING BEDS

A. Loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1 1/2 inches in any dimension. Remove sticks, stones, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.

B. Spread planting soil to minimum depth of 2" or as required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add specified fertilizer and mix thoroughly into upper 4 inches of topsoil.

C. Place approximately 1/2 of total amount of top soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4 inches.

D. Where sod is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6 inches. Apply fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.

E. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of OWNER's property. Do not turn existing vegetation over into soil being prepared for lawns.

F. Allow for sod thickness in areas to be sodded.

G. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days. For Bermuda sodded areas, amend the soil with a starter fertilizer such as Scotts 19-25-5 or 16-25-12 prior to sodding.

H. Fine grade sod areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading. For Bermuda sodded areas, final grade to be established by ‘Laser Grading Process’ and maintained throughout sod installation.

I. Moisten prepared sod areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting lawns. Do not create a muddy soil condition.

J. Restore sod areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

K. All ruts, depressions, undulations and mounds must be brought to grade before sodding areas.

3.03 SODDING NEW LAWNS

A. Lay sod within 24 hours from time of stripping.

B. Installation must be even and consistent with the grade.

C. Lay sod to form solid mass with tightly fitted joints. All seams to be tightly installed with no overlapping or gapping. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Moisten and tamp or roll lightly to ensure contact with subgrade. Rolling to occur diagonally in two directions. More rolling may be required to maintain the final laser grades. Top dress seams with backfill sand and work into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

D. Anchor sod on slopes with wood pegs to prevent slippage.

E. Water sod thoroughly with a fine spray immediately after planting and continue to irrigate consistent with accepted horticultural practices for new turf installation.

3.04 MAINTENANCE

A. Begin maintenance immediately after planting.

B. Maintain lawns for not less than 30 days after substantial completion, and longer as required to establish an acceptable lawn.

C. Maintain sod by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

D. Mowing:

Maintenance schedule for newly installed St. Augustine sod:

- Whenever grass reaches a height of 3 inches, it shall be cut back to 2" with all clippings removed.
- After two mowings, CONTRACTOR shall topdress the sod with an application of fertilizer at the rate of 1 pound of actual nitrogen per 1,000 square feet.

E. Fertilizer and insecticide:

- First week: After the sod has been installed and rolled, the first application of Scotts 16-25-12 Starter fertilizer should be applied at the rate of four bags per acre. This is to provide 0.64 Lbs. of N/M and 1.0 Lbs. of P205.
- Second week: Apply Scotts insecticide III at the rate of two bags per acre.
- Third week: Apply Scotts 19-3-19 fertilzer with minors at the rate of four bags per acre.
- Fifth week: Apply Scotts 16-25-12 starter fertilizer at the same rate as that which is specified in the first week.

F. Any Herbicide treatments should not be applied until the end of the fourth or fifth week after the turf has become established.

G. During the grow in period, the turf must be inspected for verman such as sod web worms, army worms, mole crickets, nematodes and all other pests relative to turf grass. If an infestation is discovered, the turf must be sprayed with an appropriate insecticide immediately.

H. Any pathogens, including fungi and bacteria, are to be addressed immediately with an appropriate fungicide.

I. All weeds must be addressed via manual removal during the grow-in process or until the new turf becomes established.

3.05 CLEANUP AND PROTECTION

A. During sodding work, keep pavements clean and work area in an orderly condition.

B. Protect sodding work and materials from damage due to landscape operations, operations by other CONTRACTORs and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged sod work as directed.

3.06 INSPECTION AND ACCEPTANCE

A. Sod areas will be accepted when in compliance with all the following conditions:

1. The roots are thoroughly attached to the soil.

2. Absence of visible joints.

3. All areas show a uniform stand of specified grass in healthy condition.

4. At least 60 days have elapsed since the completion of the work in this section.

B. When inspected sod work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by ENGINEER and found to be acceptable. Remove rejected plants and materials promptly from project site.

C. Procedure:

1. The CONTRACTOR shall submit a request for acceptance in writing to the ENGINEER. Request must be received not less than 10 days before the anticipated date for final inspection.

2. Upon completion of all repairs and/or renewals required by ENGINEER at the inspection, the ENGINEER will verify the completeness of the work and then notify the OWNER in writing that the work is accepted.

3. Upon completeness, the OWNER will assume maintenance of all sod areas.

END OF SECTION

SECTION 03010

CONCRETE WORK

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

General and Supplementary Conditions apply to the work specified in this Section.

1.01 THIS WORK INCLUDES

Concrete work as shown on the plans.

1.02 QUALITY ASSURANCE

A. Codes and Standards - Latest Editions

Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

1) ACI 301 "Specifications for Structural Concrete for Buildings."

2) ACI 311 "Recommended Practice for Concrete Inspection."

3) ACI 318 "Building Code Requirements for Reinforced Concrete."

4) ACI 347 "Recommended Practice for Concrete Formwork."

5) ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."

6) Concrete Reinforcing Steel Institute, "Manual of Standard Practice."

7) ACI 302 “Guide for Concrete Floor & Slab Construction”.

8) ACI 305 "Hot Weather Concreting".

9) ACI 211-1 “Selecting Proportions for Normal Weight Concrete”.

10) ACI 305 “Hot Weather Concreting”.

11) ACI 308 “Curing Concrete”.

ATSM Standards

1. ASTM C31 Making and Curing Concrete Test Specimens in the Field.

2. ASTM C33 Concrete Aggregates.

3. ASTM C39 Compressive Strength of Cylindrical Concrete Specimens.

4. ASTM C94 Ready-Mixed Concrete.

5. ASTM C150 Portland Cement.

6. ASTM C172 Sampling Freshly Mixed Concrete.

7. ASTM C260 Air-Entraining Admixtures for Concrete.

8. ASTM C309 Liquid Membrane-Forming Compound for Curing Concrete Type 1or 1D Class A.

9. ASTM C823 Examination and Sampling of Hardened Concrete in Constructions.

10. ASTM C1046 Measuring Temperature of Freshly Mixed Concrete.

11. ASTM D448 Standard Sizes of Coarse Aggregate for Highway Construction.

12. ASTM E329 Inspection and Testing Agencies for Concrete Steel, and Bituminous Materials As Used in Construction.

13. ASTM C-618 "Chemical Admixtures for Concrete".

14. ASTM C-494 "FLYASH and Raw or Calcined natural Pozzolans for use as a mineral admixture in Portland Cement Concrete".

Florida Department of Transportation Standard Specifications, latest edition, Section 520, 522 and 524.

B. Workmanship

The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes.

C. Laboratory Test Reports; Concrete Work

Submit two (2) copies of laboratory test reports for concrete materials and mix design test as specified.

PART 2 - PRODUCTS

2.00 FORM MATERIALS

A. Forms for Exposed Finish Concrete

Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

B. Forms for Unexposed Finish Concrete

Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

D. Form Ties

1) Provide factory-fabricated, adjustable-length, removable or snap off metal form ties, designed to prevent form deflection and to prevent spilling of concrete surfaces upon removal.

2) Unless otherwise shown, install ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete.

3) Unless otherwise shown, provide form ties which will not leave holes larger than 1" diameter in concrete surface.

E. Inserts

1) Provide metal inserts for anchorage of materials to concrete construction, not supplied by other trades and as required for the work.

2) Adjustable wedge inserts of malleable cast iron shall be complete with bolts, nuts and washers; 3/4" bolt size unless otherwise indicated.

3) Threaded inserts of malleable cast iron shall be furnished complete with full-depth bolts; 3/4" bolt size, unless otherwise indicated.

2.01 REINFORCING MATERIALS

A. Reinforcing Bar

1) ASTM A 615, Grade 60 deformed. Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI "Manual of Standard Practice." In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material. Reinforcement with any of the following defects will not be permitted in the work:

a) Bar lengths, depths and bends exceeding CRSI fabricating tolerances.

b) Bends or kinks not indicated on drawings or final shop drawings.

c) Bars with reduced cross section due to excessive rusting or other cause.

B. Supports for Reinforcement

1) Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type support complying with CRSI recommendations, unless otherwise indicated. Wood, brick and other devices will not be acceptable.

2) For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2.02 CONCRETE MATERIALS

A. Portland Cement

1) ASTM C 150, Type 1 or Type II, unless otherwise acceptable to Project Engineer.

2) Use only one brand of cement throughout the project, unless otherwise acceptable to Project Engineer.

B. Normal Weight Aggregates

1) ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete.

C. Water

1) Clean, fresh, potable.

D. Admixtures

1) All admixtures shall be reported with proportions of mix per manufacturer's specification.

2) HRWR (Superplastisizer): ASTM C-494 Type F/G.

3) Air-Entraining Admixture: ASTM C 260.

4) Water-Reducing and Retarding Admixture: ASTM C 494, Type A, B or D.

5) Calcium chloride will not be permitted in concrete.

E. FLYASH ASTM C-618 Class F (25% Mx. cement replacement).

2.03 RELATED MATERIALS

A. Moisture-Retaining Cover

1) One of the following, complying with ASTM C 171.

a) Waterproof paper.

b) Polyethylene film.

c) Polyethylene-coated burlap.

B. Curing Compounds

1) After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

2) Do not leave concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

2.04 PROPORTIONING AND DESIGN OF MIXES

A. Normal Weight Concrete

1) Prepare design mix for type and strength of concrete in accordance with applicable provisions of ACI 221.1 and ACI 318, Chapter 4.

2) Recommended design mixes to provide normal weight with the following properties, as indicated on drawing and schedules:

B. Adjustment to Concrete Mixes

1) Mix design adjustments may be requested by the Contractor when characteristics of materials, use of admixtures, job conditions, method of placement, weather, test results, or other circumstances warrant, at no additional cost to the Owner and as approved by the Project Engineer. Laboratory test data for revised mix design and strength results must be submitted to and approved by the Project Engineer before using in the work.

C. Slump Limits

Proportion and design mixes to result in concrete slump at the point of placement as follows:

	Maximum	**Minimum**
Mass Concrete	3	1
Plain Concrete	4	2
Reinforcement Concrete	5	3
Concrete with HRWR	8	5

2.05 CONCRETE MIXING

A. Ready-Mix Concrete

1) Comply with the requirements of ASTM C-94, and as specified.

2) During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C-94 may be required.

a) When the air temperature is between 85° F and 90° F, reduce the mixing and delivery time to 75 minutes, and when the air temperature is above 90° F, reduce the mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.00 FORMS

A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.

B. Construct forms complying with ACI 347. Provide for openings, offsets, sinkages, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joint to prevent leakage of cement paste.

C. Form Ties

1) Factory fabricated, adjustable length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spilling concrete surfaces upon removal.

2) Unless otherwise shown, provide ties so portion remaining within concrete removal is at least 1-1/2" inside concrete.

3) Unless otherwise shown, provide form ties, which will not leave holes larger than 1" diameter in concrete surface.

D. Provisions for Other Trades

1) Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings from trades providing such items. Accurately place and securely support items built into forms.

E. Cleaning and Tightening

1) Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.

F. Edge Forms and Screed Strips for Slabs

1) Set edge forms for bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.

G. Preparation of Form Surfaces

1) Coat the contact surface for forms with a form-coating compound before reinforcement is placed.

2) Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3) Coat steel forms with non-staining, rust preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.01 PLACING REINFORCEMENT

A. General - Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean reinforcement of loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.

C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacing, and hangers, as required.

D. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete, not toward exposed concrete surfaces.

E. Do not place reinforcing bars more than 3" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

F. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

G. Splice reinforcement by lapping ends, placing bars in contact, and tightly wire typing. Comply with requirements of ACI 318 for minimum laps of spliced bars.

3.02 JOINTS

A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete.

B. Contraction Joints: Provide contraction joints, sectioning concrete into areas as shown on drawings. Construct contraction joints for a depth equal to at least 1/4 concrete thickness, as follows:

Sawed Joints: Form weakened-plan joints using powered saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded or otherwise damaged by cutting action.

C. Construction Joints:

1) Place construction joints at the end of pours and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such pours terminate at expansion joints.

2) Locate and install construction joints, as indicated on the drawings so as not to impair the strength and appearance of the structure, as acceptable to the Project Engineer.

3) Provide keyways, at least 1 1/2" deep in construction joints in walls, slabs and between walls and footing.

3.03 EMBEDDED ITEMS

General:

Set and build into the work, anchorage devices and other embedded items required for other work that is attached or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. All hardware used to attach or embed devices into concrete is to be stainless steel.

3.04 CONCRETE PLACEMENT

A. General:

1) Place concrete in compliance with the practice and recommendations of ACI 304, and as herein specified. No water shall be added to the concrete after initial mixing, unless approved by Project Engineer's jobsite representative.

2) Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams of planes of weakness with the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.

3) Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.

4) Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials.

Do not use retempered concrete. Remove rejected concrete and dispose of at approved off-site location.

B. Placing Concrete Slabs:

1) Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.

2) Bring slab surface to the correct level with a straight-edge and strike-off. Use bull floats or other acceptable methods to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.

3) Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners. Maintain reinforcing in the proper position during concrete placement operations.

C. Hot Weather Placing:

1) When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

2) Cool ingredients before mixing to maintain concrete temperature at time of placement below 95° to 100° F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature, provided the water equivalent of the ice is calculated to the total amount of mixing.

3) Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

4) Wet forms thoroughly before placing concrete.

D. Bonding:

1) Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of concrete bonding agent, and clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces a manner to expose bonded aggregate uniformly and to not leave laitance, loose particle of aggregate, or damaged concrete at the surface.

2) Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:

a) At joints between walls or columns and beams or slabs they support, and elsewhere unless otherwise specified herein, dampen, but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.

3.05 FINISH OF FORMED SURFACES

Rough Form Finish:

For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having the texture imparted by the form facing material used with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

3.06 CURING AND PROTECTION

A. General:

Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening. Start curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 72 hours. Continue curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of curing period.

B. Curing Method:

1) After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

2) Do not leave concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

3.07 REMOVAL OF FORMS

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work may be removed after cumulatively curing at not less than 50°F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.08 MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1) Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs:

1) Provide monolithic finish to interior curbs by stripping form while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.

3.09 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas:

1) Repair and patch defective areas with cement mortar immediately after removal of forms, as specified herein.

2) Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie roads and bolts, down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean, dampen with water and brush-coat the area to the patched with neat cement grout, or proprietary bonding agent.

B. Repair of Formed Surfaces:

1) Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Project Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning.

2) Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

3) Repair concealed formed surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete.

C. Repair of Unformed Surfaces:

1) Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope.

2) Repair finished unformed surfaces that contain defects which adversely affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spilling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.

3) Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.

4) Correct low areas in unformed surfaces during or immediately after completion or surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Project Engineer.

5) Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cur-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and brush with neat cement grout coating or concrete bonding agent. Mix dry-pack, consisting of one part portland cement to 2 1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

6) Use epoxy-based mortar for structural repairs, where directed by Project Engineer.

7) Repair methods not specified above may be used, subject to acceptance by the Project Engineer.

3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General:

1) The Contractor shall submit the name of the testing laboratory they propose to use to the Project Engineer for approval at least ten days before testing on material starts.

2) Sampling and testing for quality control during the placement of concrete shall include the following:

a) Slump: ASTM C 143; One test each 50 yards or when an apparent change in consistency is observed.

b) Air Content: ASTM C 231 pressure for normal weight concrete; one for each set of compressive strength test specimens.

c) Concrete Temperature: Test hourly when air temperature is 40°F and below or 80°F and above, and each time a set of compressive test specimens are made.

d) Compressive Tests Specimen: ASTM C 31; one set of five (5) standard cylinders for each compressive strength test.

e) Compressive Test Specimen: ASTM C 39; one set each 50 cy.yd. or fraction thereof, of each concrete class placed in any one day or for each 1,000 sq.ft. of surface area placed; 1 specimen tested at 3 days; 1 specimen tested at 7 days, 3 specimens tested at 28 days, and one specimen retained in reserve for later testing, if required.

f) Test results will be reported in writing to the Project Engineer, Ready-Mix supplier, and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for 3-day test, 7-day tests, and 28-day tests.

g) Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strength and other characteristics have not been attained in the structure, as directed by the Project Engineer. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

h) Defective Work: Concrete work which does not conform to the specified requirements, including strength, tolerances and finishes, shall be corrected at the Contractor's expense, without extension of time therefore. The Contractor shall be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

END OF SECTION

SECTION 03400

PRE-CAST CONCRETE

PART 1 - GENERAL

1.01 SCOPE

The Work consists of performing all precast and prestressed concrete work and related items as indicated on drawings and specified in this section.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Section 03010 - Concrete Work

1.03 REFERENCED SPECIFICATIONS

Florida Department of Transportation "Standard Specifications for "Road and Bridge Construction" Sections 346, 400, 413, and 415, Latest Edition.

1.04 WORK INCLUDED

A. The work shall be to construct precast and prestressed structures and other items as detailed on drawings or as approved by shop drawings.

B. Records: The Contractor shall record on the drawings in color code, the time, date and location of all precast and prestressed concrete items installed. These drawings shall be kept on file at the project and be subject to inspection by the Project Engineer.

1.05 CODES

American Concrete Institute and Prestressed Concrete Institute Code.

1.06 NOTICE

The Project Engineer shall be given 24 hours advance notice of installation of all precast and prestressed concrete elements and no elements shall be installed without approval of the Project Engineer.

1.07 SUBMITTALS

See Section 03010.

1.08 QUALITY ASSURANCE

Acceptable Manufacturers: Minimum of three years experience in precast and prestressed structure work of quality and scope required on this project.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT

ASTM C-150 - Type 1 Portland Cement shall be used in all precast and prestressed concrete items, unless otherwise specified on plans.

2.02 FINE AGGREGATE SAND

See Section 03010.

2.03 COARSE AGGREGATE

See Section 03010.

2.04 MIXING WATER

See Section 03010.

2.05 MIXING PROPORTIONING

A. Precast: To be Class IV in accordance with Section 345 of the referenced specifications and produce 28 day compressive strength of moisture cured laboratory samples 3400 p.s.i. minimum.

B. Minimum cement content: 564 lbs./cubic yard.

2.06 MIXES

A. Equivalent to ASTM C-94-72.

B. Mix concrete only in quantities for immediate use.

C. Do not retemper or use set concrete.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Placing Concrete

1. Convey concrete from mixer to final position by method which will prevent separation or loss of materials.

2. Deposit concrete in continuous operation until section is completed.

3. Regulate rate of placement so concrete remains plastic and flows into position.

4. All other items of handling and placing concrete shall be in accordance with ACI 318-83.

B. Consolidating Concrete

1. Use mechanical vibrating equipment for consolidation. No placement of concrete will be allowed to commence unless the Contractor has a minimum of two operable vibrators on the job.

2. Vertically insert and remove hand-held vibrators at points 18 inches to 30 inches apart.

3. Do not use vibrators to transport concrete in forms.

4. Vibrators shall be 2 1/4" to 2 5/8" in diameter, and shall have a minimum frequency of 10, 000 impulses/minute.

5. Vibrate concrete minimum amount required for consolidation.

C. Construction Joints

Construction joints and/or expansion joints not shown on the plans will be made only with the approval of the Project Engineer.

D. Finishing

1. Tops of forms:

a. Strike concrete smooth at tops of forms.
b. Float to texture comparable to formed surfaces.
c. Steel trowel to seal.

2. Formed surfaces:

a. As-cast finish.
b. Patch the holes and defects after form removal.
c. Remove fins from surfaces.

E. Curing

1. Keep concrete moist by keeping surfaces continually dampened, continuing for minimum of 72 hours, or

2. Apply an approved (white pigmented) membrane curing compound AASHTO M 148 Type 2.

F. Tolerances

1. Overall dimensions of members = 1/4" per 10 feet with $\pm$1" maximum after completion of erection.

2. Cross Section Dimensions

a. Sections less than 3 inches = +3/8", -1/8".
b. Sections over 3 inches and less than 18 inches = +1/2", -1/4"
c. Sections over 18 inches = +3/4", -1/2".

3.02 PROTECTION OF COMPLETED WORK

During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shock and vibration.

3.03 INSPECTION AND TESTING

A. Fabricators Tests: The fabricator shall take a minimum of five concrete compression cylinders for each days concrete placing of each type of product covered by this division and for every 50 cubic yards of concrete placed each day. The five test cylinders shall be cured with the project. Two shall be used to determine if the proper release strength has been achieved. Two cylinders shall then be water cured for twenty-eight days and tested. Three copies of the test reports shall be furnished to the Project Engineer. Regular moisture and grading determinations shall be made on materials and the concrete mix adjusted accordingly.

B. Fabricators Inspections: The fabricator shall inspect initial prestress forces and maintain a check on the manufacturing process in accordance with standards referenced in this section.

Three copies of mix reports on cement, reinforcing steel and strand steel, concrete design, and aggregate gradation shall be furnished to the Project Engineer prior to fabrication of the units.

If so directed by the Owner, the Project Engineer will employ the services of an independent testing laboratory to conduct additional testing. The cost of this testing will be paid by the Owner.

Project Engineer and their authorized representatives shall be allowed access to the casting yard at any time to inspect the fabrication of units for this project.

END OF SECTION

ATTACHMENT "A"

PROJECT SIGNAGE TO BE PROVIDED

February 22, 2022

Mr. Walter Sanchez
Public Service Project Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

RE: GULFSTREAM ROAD DRAINAGE IMPROVEMENTS
VILLAGE OF PALM SPRINGS BID NO. 22B-004
CTA PROJECT NO. 13-0053-001-09

Dear Walter:

Based upon the bid tabulation for the above project Hinterland Group, Inc. submitted the lowest base bid in the amount of $778,325.00.

Craven Thompson and Associates, Inc. (CTA) has reviewed the bid package provided by Hinterland Group, Inc. which includes contacting and confirming the project references provided by Hinterland Group, Inc. as well as review of the project experience and company resources provided within the bid package submitted. Based on the information provided in the bid package, CTA believes Hinterland Group, Inc. is the low responsive and responsible bidder.

As a result of our review of the bid proposal, CTA has no objection to the Village of Palm Springs awarding the contract for Gulfstream Road Drainage Improvements to Hinterland Group, Inc. in the amount of $778,325.00.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

Leonard Z. Gamble

LEONARD Z. GAMBLE, P.E.
Senior Engineer

CRAVEN THOMPSON
& ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

3563 N.W. 53rd Street
Fort Lauderdale, FL 33309-6311
(954)739-6400
Fax (954) 739-6409

VILLAGE OF PALM SPRINGS BID TABULATION

Description: Gulfstream Road Drainage Improvement Project

Vendor Name:	Hinterland Group, Inc.	CK Contractors
Address:	2051 W Blue Heron Blvd. Riviera Beach, FL 33404	1100 Technology Place Suite 122 West Palm Beach, FL 33407
Phone:	(561) 640-3503	561-932-1070

Item	Description	Qty	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	MOBILIZATION (5%)	1	LS	$ 41,800.00	$ 41,800.00	$ 32,500.00	$ 32,500.00
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	$ 16,700.00	$ 16,700.00	$ 16,500.00	$ 16,500.00
3	ALL DEMOLITION AND DISPOSAL REQUIRED TO CONSTRUCT PROJECT INCLUDING BUT NOT LIMITED TO CLEARING, GRUBBING, AND REMOVAL AND DISPOSAL OF TREES, ROOTS, PAVEMENT, PIPE, CONCRETE PAD, FENCE, STRUCTURE, OR ANY OBJECT OR MATERIAL IN CONFLICT WITH PROPOSED WORK.	1	LS	$ 69,425.00	$ 69,425.00	$ 168,415.00	$ 168,415.00
4	FURNISH AND INSTALL 12" STABILIZED SUBGRADE LBR 40 (FOR PAVEMENT RESTORATION)	3278	SY	$ 32.15	$ 105,387.70	$ 31.00	$ 101,618.00
5	FURNISH AND INSTALL 8" LIMEROCK BASE LBR 100 (FOR PAVEMENT RESTORATION)	2899	SY	$ 22.30	$ 64,647.70	$ 22.00	$ 63,773.11
6	FURNISH AND INSTALL 1-1/2" TYPE S-III ASPHALTIC CONCRETE SURFACE (TWO ¾" LIFTS) (FOR DRIVEWAY ASPHALT PAVEMENT RESTORATION)	498	SY	$ 24.00	$ 11,952.00	$ 64.00	$ 31,872.00
7	FURNISH AND INSTALL 2" TYPE SP-9.5 IN TWO 1" LIFTS (FOR ROADWAY ASPHALT PAVEMENT RESTORATION)	2376	SY	$ 24.00	$ 57,024.00	$ 26.00	$ 61,776.00
8	FURNISH AND INSTALL CONCRETE DRIVEWAY 6" THICK 3,000 PSI	379	SY	$ 75.00	$ 28,425.00	$ 65.00	$ 24,635.00
9	FURNISH AND INSTALL 1" SAND BED LAYER FOR PAVER PAVEMENT SECTION (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$ 55.00	$ 1,375.00	$ 54.00	$ 1,350.00
10	FURNISH AND INSTALL 3-1/8" THICK TRAFFIC RATED PAVERS (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$ 120.00	$ 3,000.00	$ 130.00	$ 3,250.00
11	REMOVE AND RE-INSTALL PAVERS PROVIDED BY RESIDENT (FOR PAVER DRIVEWAY RESTORATION)	25	SY	$ 2,625.00	$ 65,625.00	$ 135.00	$ 3,375.00
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY	$ 50.40	$ 7,056.00	$ 279.00	$ 39,060.00
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF	$ 51.70	$ 29,262.20	$ 107.00	$ 60,562.00
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF	$ 69.70	$ 72,348.60	$ 120.00	$ 124,560.00
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA	$ 3,100.00	$ 18,600.00	$ 5,180.00	$ 31,080.00
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA	$ 4,250.00	$ 34,000.00	$ 6,600.00	$ 52,800.00
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA	$ 3,720.00	$ 14,880.00	$ 5,725.00	$ 22,900.00
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA	$ 1,947.00	$ 1,947.00	$ 5,225.00	$ 5,225.00
19	FPL POLE HOLD	5	EA	$ 1,875.00	$ 9,375.00	$ 1,000.00	$ 5,000.00
20	SWALE GRADING	5069	SY	$ 9.50	$ 48,155.50	$ 9.00	$ 45,621.00
21	SOD RESTORATION	5069	SY	$ 6.00	$ 30,414.00	$ 3.00	$ 15,207.00
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA	$ 1,500.00	$ 27,000.00	$ 1,197.50	$ 21,555.00
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
24	MISC ALLOWANCE	1	LS	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
25	REQUIRED TESTING	1	LS	$ 9,800.00	$ 9,800.00	$ 21,500.00	$ 21,500.00
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS	$ 40,000.00	$ 40,000.00	$ 11,600.00	$ 11,600.00
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC…)	1	LS	$ 4,500.00	$ 4,500.00	$ 16,400.00	$ 16,400.00
	TOTAL BASE BID				**$ 837,700.00**		**$ 1,007,139.00**

VILLAGE OF PALM SPRINGS BID TABULATION

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

GULFSTREAM RD STORMWATER IMPROVEMENTS

Addendum No. 1

December 24, 2021

BIDS DUE: 2:00 PM, Local Time, January 11, 2022

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 **GULFSTREAM RD STORMWATER IMPROVEMENTS** project, fully and completely as if the same were fully set forth herein.

IN THE SPECIFICATIONS

1. Section #00410, Bid Form, Page 00410-4:

   ADD:
   Add the cost of $5,000.00 to item 23 Irrigation Restoration allowance on page 00410-4 of the bid form.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2021.

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 REVISED SHEET 00410-4

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: *Is there an engineer's estimate or budget available?*

Response 1: **$600,000**

Question 2: *I noticed that there is an irrigation allowance on the bid sheet, but there was no dollar value assigned to it. Will the bid sheet be updated or is that a number that we assume?*

Response 2: **In the cost estimate the irrigation restoration allowance is $5,000.00. See attached revised bid breakdown sheet 00410-4.**

Question 3: *Can the road be shutdown at all or will one lane have to remain open at all times?*

Response 3: **Contractor shall maintain access for all property owners to their properties at all times throughout the duration of the project.**

ATTACHMENT 2

REVISED SHEET 00410-4

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
12	FURNISH AND INSTALL 15" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	140	SY		
13	FURNISH AND INSTALL 18" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	566	LF		
14	FURNISH AND INSTALL 24" RCP STORM DRAINAGE PIPE (INCLUDES DEWATERING)	1038	LF		
15	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE C WITH H-20 RATED LID	6	EA		
16	FURNISH AND INSTALL FDOT DITCH BOTTOM INLET TYPE E WITH H-20 RATED LID	8	EA		
17	FURNISH AND INSTALL 4' DIAMETER DRAINAGE MANHOLE (0-6' DEPTH)	4	EA		
18	CORE DRILL AND CONNECT TO EXISTING DRAINAGE STRUCTURE	1	EA		
19	FPL POLE HOLD	5	EA		
20	SWALE GRADING	5069	SY		
21	SOD RESTORATION	5069	SY		
22	REPLACEMENT OF WATER OR SEWER SEVICE DUE TO CONFLICT WITH PROPOSED DRAINAGE PIPING	18	EA		
23	IRRIGATION RESTORATION ALLOWANCE	1	LS	$5,000	$5,000.00
24	MISC ALLOWANCE	1	LS	$20,000	$20,000.00
25	REQUIRED TESTING	1	LS		
26	PREPARE AND PROVIDE ALL STAKE OUT AND REQUIRED ASBUILTS PER LWDD & VILLAGE	1	LS		
27	NPDES (SILT FENCE, INLET FABRIC, TURBIDITY BARRIER, ETC...)	1	LS		
Total of All Unit Price Bid Items					**$**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

CAPITAL IMPROVEMENT PROJECT DETAIL

Task # 20-STW-563-01
PROJECT # 277

Project Name: Gulfstream Road Stormwater Improvements
Department: Public Service
Location: Stormwater - Gulfstream Road
Project Manager: Walt Sanchez
Original Plan Date: FY20

DESCRIPTION / JUSTIFICATION:

The Gulfstream Road Stormwater Improvements Project (Stormwater Master Plan Project No. 8) was identified to address localized flooding within and around Gulfstream Road between 10th Avenue North and Lake Worth Road. The proposed improvements will include the addition of stormwater piping and structures on Gulfstream Road and the re-establishment of roadside swales.
CIP FY 2022 G/L#42338-56300

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	43,500	12,500	11,680				67,680
Construction		302,000	600,000				902,000
Equipment							-
Improvement (utility, lighting)							-
Other (Title Work)	2,000						2,000
TOTAL PROJECT COSTS	**45,500**	**314,500**	**611,680**	**-**	**-**	**-**	**971,680**

SOURCES OF FUNDS:	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
General Fund - Public Works (01441)							-
One Cent Sales Tax Funding							-
Grant Funding (Grant Name)							
CDBG							-
FRDAP							-
PBC							-
Other (ARPA)			162,880				162,880
Water & Sewer Enterprise Fund (41336)							-
Stormwater Enterprise Fund (42338)	45,500	314,500	448,800				808,800
Undetermined							-
TOTAL PROJECT REVENUE	**45,500**	**314,500**	**611,680**	**-**	**-**	**-**	**971,680**

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Additional Revenues							
Charges for Services							-
Other Revenues							-
Less Additional Expenditures							
New Personnel							-
Maintenance and Other Operating							-
Contracts & Leases							-
Non Operating (Debt Service)							-
Net Annual Impact on Operations	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Funding Sources	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
							-
							-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Public Service

ITEM #6: Approve Village Hall North Flex Space Buildout Project Award (Task Order No. 289) - Invitation to Bid (ITB No. 2022B-002) - Public Service Department (FY 2022 Budget Funded - General Fund) - E&F Florida Enterprises, Inc. dba Creative Contracting Group

SUMMARY: The Public Service Department has identified a need to build additional office space in the North End Flex space on the 2nd floor of Village Hall located at 226 Cypress Lane to accommodate additional staff and provide a space for the IT department.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB No. 2022B-002) on December 9, 2021, for the buildout of new offices in the North End 2nd-Floor Flex space at Village Hall. This process was completed by the Village through a competitive selection process - Village Hall North Flex Space Buildout - (ITB No. 2022B-002 - December 9, 2021).

Within the Fiscal Year 2022 Budget - General Fund, the Village Council approved $232,200.00 for the Village Hall North Flex Space Buildout project. As a result of the Village's ITB, the following four (4) bid proposals were received:

Vendor	Total Bid
Good News Development	$259,912.00
Creative Contracting Group	$309,300.00
Ralph Della-Pietra Inc	$325,967.00
Intertech Construction Corp.	$353,212.04

Village staff reviewed the bids and determined the lowest bid proposal did not provide all the required documentation (Good News Development did not provide a complete bid form, a bid bond for the correct amount, missing reference information, bonding company affidavit, and a safety program). Therefore, the second-lowest bid was provided by Creative Contracting Group for the amount of $309,300.00. Creative Contracting Group gave a complete bid package with the required bid documents and their experience and references indicated they have the qualifications to perform the work advertised.

The Village's Purchasing Code - Section 58-5(4)a - Competitive Selection Purchase Requirements, provides that the Village Manager shall have the authority to reject any and all bids, proposals, or other responses if he determines that it is in the best interest of the Village to do so.

After the review of the four (4) bids received, the Acting Public Service Director, the Interim Public Service Administrator, the Public Service Project Manager, the Village Attorney and the Village's contracted architect/engineer, REG Architects/WGI, determined that Creative Contracting Group provided the lowest, responsible and responsive bid. Hence, staff is requesting the Council to approve Task Order No. 289 in the amount of $309,300.00 to Creative Contracting Group.

Note: The Village Council has approved funding for $232,200.00 within the FY 2022 Budget - General Fund to support this project. Although the full cost for this project was not included within the FY 2022 Budget - General Fund due to substantial increases in construction costs from the time the Village's budget was approved, funding to support the proposed Village Hall North End Flex Space Buildout project is available within the General Fund. A budget transfer to support the proposed cost above the budgeted amount is being considered for Council approval at the March 10, 2022 meeting.

If approved, the Village would accept Creative Contracting Group's pricing including all terms, conditions, and pricing as submitted within their ITB proposal. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

It is estimated that the Village Hall North End Flex Space Buildout project is expected to be complete by August 2022.

The proposed agreement was prepared by the Village Attorney and reviewed by the Acting Public Service Director, the Interim Public Service Administrator, the Public Service Project Manager, and the Finance Director.

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

FISCAL IMPACT:
Funding to support the Village Hall North Flex Space Buildout Project (Task Order No. 289) is available within the FY 2022 - General Fund:

Allocated/Estimated Project Funding:	***Amount***
FY 2021 Actual Funding - General Fund:	$ 15,000.00
FY 2022 Approved Funding - General Fund:	$ 232,200.00
FY 2022 Requested Funding - General Fund:	$ 84,100.00
TOTAL ALLOCATED/APPROVED BUDGET	**$ 331,300.00**
Expected Project Costs:	***Amount***
FY 2021 Actual Costs - Design & Engineering - General Fund (TO #289):	$ 15,000.00
FY 2022 Projected Costs - Design & Engineering - General Fund (TO #289):	$ 7,000.00
FY 2022 Projected Costs - Construction - General Fund (TO #289):	$ 309,300.00
TOTAL PROJECT REQUEST/COSTS:	**$ 331,300.00**

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

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

A budget transfer to support this proposed cost above the budgeted amount is also being submitted for Council approval at this same meeting.

ATTACHMENTS:

1. Proposed Agreement - Creative Contracting Group
2. Bid Proposal - Creative Contracting
3. Invitation to Bid - ITB #2022B-002
4. Bid Tabulation - ITB #2022B-002
5. Notice of Intent to Award
6. Bid Plans - ITB #2022B-002
7. Bid Documents - ITB #2022B-002
8. Recommendation of Award - ITB #2022B-002
9. Addendum No. 1 - ITB #2022B-002
10. Addendum No. 2 - ITB #2022B-002
11. CIP Form FY 2022 - Flex Space Buildout

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

E&F Florida Enterprises, Inc. dba Creative Contracting Group ("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: **Village Hall N Flex Space Buildout**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **REG Architects**.

3.02 The Owner has retained **Wantman Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120** 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 **150** 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: **$ 309,300.00**.

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.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *1* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 14, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
    a. None.
5. General Conditions (pages 1 to 65, 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 the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company 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. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. 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.

10.10 *Public Records*

A. The 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:

1. Keep and maintain public records required by the Village to perform the service.

2. 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

    a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

    a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

    b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

    c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

    d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

    e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

    f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

        1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

        2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

completion of the Contract. 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.

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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.

10.22 *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.

10.23 *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 Statues, 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.

10.24 *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.

10.25 *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.

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Architectural Sheet Index	
Sheet Number	Sheet Name
A-0.00	Cover Sheet
A-0.01	Architectural Information
A-1.00	Architectural Site Plan
A-1.01	Work Location
A-1.10	Life Safety Plan
A-1.20	Proposed Floor Plan
A-1.30	Proposed Ceiling Plan
A-4.00	Enlarged Floor Plans
A-5.00	Interior Elevations & Door Schedule
A-6.00	Finish Plan
E000	Electrical Cover Sheet
E301	Power, Data and Fire Alarm Level 2 Floor Plan
E401	Lighting Level 2 RCP
E402	Photometric Plan Normal Lighting
E403	Photometric Plan Emergency Lighting
E601	Electrical Riser Diagram
E701	Electrical Details
E801	Electrical Schedules
M000	Mechanical Cover Sheet
M301	Mechanical Level 2 Floor Plan
M701	Mechanical Details
M801	Mechanical Schedules

SIGNATURE PAGE TO FOLLOW

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:	Address for giving notices:
226 Cypress Lane	_____
Palm Springs FL, 33461	_____
_____	_____
	License No.: _____ *(where applicable)*

ORIGINAL

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: **Village Hall N Flex Space Buildout**

Bid Number: **ITB #2022B-002**

Bidders Name: E+F Florida Enterprises INC

The following items must be submitted in the following order with your bid:

1. ✓ Completed Section 00400 - Bid Submission Checklist
2. ✓ Completed Section 00410 - Bid Form
3. ✓ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ✓ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ✓ Completed Section 00440 - Florida Trench Safety Act Certification
6. ✓ Completed Section 00451 - Qualifications Statement
7. ✓ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ✓ Completed Section 00453 - Non-Collusive Affidavit
9. ✓ Completed Section 00454 - Drug-Free Workplace Certificate
10. ✓ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ✓ Completed Section 00456 – Scrutinized Companies
12. ✓ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ✓ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. ✓ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
01	12/27/22
02	1/10/22

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 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.

E. 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.

F. 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.

G. 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.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$ 289,300.00
Lump Sum Contingency Allowance	$ 20,000.00

Total of All Lump Sums $ 309,300.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1513410 **[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]*

E+F Florida Enterprises INC

By:
[Signature] [signature]

[Printed name] Lisa Addis

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.) enclosed

Attest:
[Signature] [signature]

[Printed name] Frank K Addis

Title: Secretary.

Submittal Date: 1-12-22

Address for giving notices:

3141 Fortune Way S/6

Wellington FL 33414

Telephone Number: 561-333-1445

Fax Number: 561-333-7894

Contact Name and e-mail address: Lisa Addis

creative contractor @ comcast.net.

Bidder's License No.: CGC 1513410
(where applicable)

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

BID BOND

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

BIDDER *(Name and Address)*:
E&F Florida Enterprises, Inc dba Creative Contracting Group
3141 Fortune Way S-16,
Wellington, FL 33414

SURETY *(Name, and Address of Principal Place of Business)*:
United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07962

OWNER *(Name and Address)*:
Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID
Bid Due Date: 1/12/2022
Description: **Village Hall N Flex Space Buildout**

BOND
Bond Number: N/A
Date: 1/12/2022
Penal sum Five Percent of Amount Bid (Words) $ 5% of Amount Bid (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**
E&F Florida Enterprises, Inc dba Creative Contracting Group (Seal)	United States Fire Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
LISA Addis	Brett Rosenhaus
Print Name	Print Name
V.P.	Attorney-in-Fact
Title	Title
Attest: _____	Attest: _____
Signature Frank Addis	Signature
Title Secretary	Title Witness

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of January 2022

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE®
AGENCY PARTNER

January 4, 2022

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is Philadelphia Indemnity Insurance Company which carries an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwiring criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $750,000 for a single bond and $750,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

VILLAGE HALL N FLEX SPACE BUILDOUT

Addendum No. 1

December 27, 2021

BIDS DUE: 2:00 PM, Local Time, January 12, 2022

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 **VILLAGE HALL N FLEX SPACE BUILDOUT** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. None

IN THE ADVERTISEMENT TO BID

1. The new deadline for submission of questions is January 7, 2022 at 5:00 pm local time.

Receipt acknowledged and conditions agreed to the 28 day of December, 2021.

Eff Florida Enterprises INC

Bidder

By

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

Village Hall N Flex Space Buildout

Addendum No. 2

January 10, 2022

BIDS DUE: ***REVISED*** **- *10:00 AM, Local Time, January 13, 2022***

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Village Hall N Flex Space Buildout** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Drawing #A1.20:

   Add:
   Column wrap in corner of office 5 (105) per location detail and response to question #1 in this addendum.

IN THE ADVERTISEMENT

1. Bid Due Date:

   New Due Date:
   Change bid due date from January 12, 2022 to January 13, 2022 at 10:00 AM. Bid opening will now be at 10:30 AM.

Receipt acknowledged and conditions agreed to the 10 day of January, 2022.

E+F Florida Enterprises
Bidder

By

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
E&F FLORIDA ENTERPRISES INC.

Filing Information

Document Number	P03000112054
FEI/EIN Number	20-0261053
Date Filed	10/09/2003
State	FL
Status	ACTIVE

Principal Address

3141 FORTUNE WAY
SUITE 16
wellington, FL 33414

Changed: 05/28/2020

Mailing Address

17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Registered Agent Name & Address

BUDNER, MORDECAI
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Officer/Director Detail

Name & Address

Title VP

ADDIS, LISA
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK
11376 REGATTA LANE
WELLINGTON, FL 33449

Annual Reports

3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

REFERENCES OF SIMILAR PROJECTS

Bellagio Resident's Ass. 6525 Bellagio Lakes Blvd. Lake Worth Fl 33467/ Davika Dhanassar / 561-439-8211 / ddhanassar@castlegroup.com / complete clubhouse refurbish and restaurant addition in 2016 / / $547,426

Village of North Palm Beach / Chuck Huff / 561-348-0697 /chuff@village-npb.org / Constructed a temporary office and work site for the NPB Country Club / 2017 / $342,424

Town of Jupiter / Scott Isberner / 561-741-2281 / scotti@jupiter.fl.us / Jupiter Lighthouse refurbish / $118,200 / 2017/

Villaggio Home Owners Ass. 6935 Via Bernardi Lake Worth Fl / Lacy Carr / 561-967-7814 / propmgrvillaggio@comcast.net / Clubhouse Addition and Refurbish in 2015 / $173,264

Institute for Women's Heath, 5507 South Congress Ave Atlantis, Fl / Madeline Christopher / 561-548-3625 / Complete remodel of 6,500 feet office space in 2018 /$262,420

City of Lake Worth Warehouse to Office Conversion / 1900 2nd Ave N Lake Worth Fl / Warehouse to Office Conversion /Paul Nicholas / pnicholas@lakeworthbeachfl.gov / 561-533-7353 / $228,500 / May 2020

Medivalue LLC, 3381 Fairlane Farms Rd. Wellington Fl 33414 / Tiffany Rodriguez / trodriguez@ctcpharmacy.com / 561-350-3961 / Complete remodel of 8,000 feet office space $110,230

Edith Steinhouse 9834 San Luca St. Lake Worth Fl 33467 / 732-261-2458 / epsrwc@comcast.net / Complete rehab of entire home including roof from just block due to fire / completed in 2017 / 3 months / $276,700

Thanks,

Lisa Addis V.P.

E&FFL-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC 561-392-3300	CONTACT NAME: PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL ADDRESS: certs@workerscompgroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : BusinessFirst Ins Co — 11697
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			521-12678	04/16/2021	04/16/2022	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOFOF

Proof of Insurance Only
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ana Grajales
Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	PHONE (A/C, No, Ext): (954) 302-4531 FAX (A/C, No): (954) 692-3941 E-MAIL ADDRESS: ana@floridiancoastline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
E&F FLORIDA ENTERPRISES, INC
DBA CREATIVE CONTRACTORS GROUP
3141 FORTUNE WAY STE 16
WELLINGTON FL 33414

COVERAGES **CERTIFICATE NUMBER: CL16122103216** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			03938411-5	10/03/2021	10/03/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 500,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Juan Carlos Cruz/ANA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426	CONTACT NAME: Troy Sissom PHONE (A/C, No, Ext): (561) 736-6022 FAX (A/C, No): (561) 736-6052 E-MAIL ADDRESS: insuredchoice@insuredchoice.com
INSURED E & F Florida Enterprises Inc DBA Creative Contracting #CGC1513410 3141 Fortune Way Suite 16 Wellington FL 33449	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : UNITED NATL INS CO — 13064 INSURER B : NAUTILUS INS CO — 17370 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CST0000581	04/05/2021	04/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN082417	04/05/2021	04/05/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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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.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	CLASS OF WORK OR MATERIAL
(1)	ALL Service A/C & Heating 6685 Forest Hill Blvd S-211 Greenacres FL 33413	A/C, mechanical
(2)	Skilled Electrical Connection 2761 Vista Pkwy E-8 WPB FL 33461	electrical
(3)	Dyna Fire, 2331 NE 26th ave Pompano Beach FL 33062	Fire Sprinklers
(4)	SPARTAN Surfaces 10 South Howard St. Baltimore MD. 21014	Flooring
(5)	Sherwin-Williams, 11101 S Crown Way S-10 Wellington FL 33414	Paint
(6)	MARJAM Supply Company 715 25th ST WPB FL 33407	Building MATERIALS
(7)	Advanced Alarm Service, Inc. 1253 Okeechobee Rd WPB FL 33401	Fire Alarm

BIDDER: E+F Florida Enterprises Inc

By: Lisa Adelis

Name: [signature]

Title: V.P.

Date: 1-11-22

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:

	Cost
1. Trench Safety Act Compliance	$ N/A
2. Special Shoring	$

Identify method of compliance for Item #1: N/A Less < 4 ft

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A
No Trench Needed.

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: E+F Florida Enterprises Inc

By: [signature]

Name: Lisa Addis

Title: V.P

Sworn to and subscribed before me this 11 day of January, 2022

[signature]
Notary Public

My Commission Expires: 5/14/22

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

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: E+F Florida Enterprises Inc.

   Address: 3141 Fortune Way S-16

   Wellington FL 33414

2. **SUBMITTED TO:** Village Clerks Office

3. **SUBMITTED FOR:** Village Hall N Flex Space Buildout

   Owner: Village of Palm Springs

   Project Name: Village Hall N Flex Space Buildout

   ITB #2022B-002

   TYPE OF WORK: Buildout of New Offices in the N End Second Floor

   Unfinished Flex Space at Village Hall

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Lisa Addis

   Title: V.P.

   Phone: 561.333-1445

   Email: Jepsales@comcast.net

   Creative contractor@comcast.net

EJCDC® C-451, Qualifications Statement.
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5. **AFFILIATED COMPANIES:**

Name: N/A

Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: N/A

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization: N/A

Type of Partnership:

Name of General Partner(s):

☑ CORPORATION

State of Organization: Florida

Date of Organization: 10/09/2003

Executive Officers:

- President: N/A
- Vice President(s): Lisa Addis
- Treasurer: N/A
- Secretary: Frank Addis

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☐ LIMITED LIABILITY COMPANY

State of Organization: N/A

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: N/A

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: N/A

- Address: _____

_____

Joint Venture Managing Partner

- Name: N/A

- Address: _____

_____

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7. **LICENSING**

Jurisdiction: Florida

Type of License: Certified General Contractor

License Number: CGC 151 3410

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS** CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: Florida Division of Corp's

Small Business Enterprise: _____

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: Nielson Rosenhaus + Ass.

Address: 220 Congress Park Dr. 5-100

Delray Beach FL 33445

Bonding Agent: S/A/A

Address: _____

_____

_____

Contact Name: Kalee Stone

Phone: 561-454-8210 EXT 1602

Aggregate Bonding Capacity: over one Million.

Available Bonding Capacity as of date of this submittal: one million

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*__NOTE:__ AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: Bank of America

Address: 4364 S State Rd 7

Lake Worth Fl 33449

Account Manager: Ida Virrelli

Phone: 561-304-4800

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

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.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Joseph Patalano

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. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

SAFETY HISTORY

E & F Florida Enterprises Inc. has had zero occupational injuries and illnesses, zero OSHA citations and Notices of Penalty, and zero safety citations or violations in the past five years.

All of our subcontractors and suppliers will not be in excess of 10% of total bid.

Thanks,

Lisa Addis V.P.

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2021	EMR	.90
YEAR	2020	EMR	.88
YEAR	2019	EMR	.87
YEAR	2018	EMR	.88
YEAR	2017	EMR	1.00

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2021	TRFR	0
YEAR	2020	TRFR	0
YEAR	2019	TRFR	0
YEAR	2018	TRFR	0
YEAR	2017	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2021	TOTAL NUMBER OF MAN-HOURS	24960
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	23880
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	24620
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	23750
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	24220

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2021	DART	0
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0
YEAR	2017	DART	0

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

see attached

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Workers' Compensation Detail Loss Run as of January 6, 2022

All Policy Years (7 years)

Policy Number: 0521-12678

Carrier: BusinessFirst Insurance Company

Claim Status Totals: 0 Open, 0 Closed
Claims Type Totals: 0 Lost Time, 0 Med. Only
Total Claims: 0

Indemnity PTD Total:	$ 0.00
Medical PTD Total:	$ 0.00
Reserves Total:	$ 0.00
Total Incurred:	$ 0.00

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/21-04/16/22

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals			
Open Claims:	0	**Deductible**	
Closed Claims:	0	Billed This Month	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00

	Indemnity	Medical	Other	Total
Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/20-04/16/21

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals			
Open Claims:	0	**Deductible**	
Closed Claims:	0	Billed This Month	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00

	Indemnity	Medical	Other	Total
Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/19-04/16/20

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals			
Open Claims:	0	**Deductible**	
Closed Claims:	0	Billed This Month	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00

	Indemnity	Medical	Other	Total
Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

summit
...the people who know workers' comp®
Member of Great American Insurance Group

Workers' Compensation Detail Loss Run as of January 6, 2022

All Policy Years (7 years)

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/18-04/16/19

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals				Indemnity	Medical	Other	Total
Open Claims:	0	**Deductible**		Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Closed Claims:	0	Billed This Month	$ 0.00	Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00	Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00	Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/17-04/16/18

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals				Indemnity	Medical	Other	Total
Open Claims:	0	**Deductible**		Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Closed Claims:	0	Billed This Month	$ 0.00	Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00	Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00	Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/16-04/16/17

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals				Indemnity	Medical	Other	Total
Open Claims:	0	**Deductible**		Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Closed Claims:	0	Billed This Month	$ 0.00	Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00	Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00	Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Policy Number: 0521-12678
Insured: E&F Florida Enterprises, Inc.
Policy Period: 04/16/15-04/16/16

Carrier: BusinessFirst Insurance Company
Deductible? No

Policy Summary Totals				Indemnity	Medical	Other	Total
Open Claims:	0	**Deductible**		Paid This Month	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Closed Claims:	0	Billed This Month	$ 0.00	Paid to Date	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Lost Time:	0	Billed to Date	$ 0.00	Reserves	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Medical Only:	0	Remaining	$ 0.00	Total Incurred	$ 0.00	$ 0.00	$ 0.00	$ 0.00

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

NAME OF ORGANIZATION: E+F Florida Enterprises Inc

BY: [signature]

TITLE: V.P.

DATED: 1-11-22

NOTARY ATTEST: [signature]

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 11th DAY OF January, 2022

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

NOTARY PUBLIC - STATE OF FL.

MY COMMISSION EXPIRES: 5/14/22

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement. See Articles of INC
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. See attached, none to report.
8. Additional items as pertinent.

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NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

April 6, 2020

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is Philadelphia Indemnity Insurance Company which carries an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwiring criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $750,000 for a single bond and $750,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
Main: 561.454.8210
Fax: 561.454.8170
www.nielsonbonds.com

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Minutes of Special Meeting for E & F Florida Enterprises Inc. held on 1/31/22 at 3141 Fortune Way S-16, Wellington Fl 33414 :

Frank Addis, Secretary, called the meeting to authorize Lisa Addis, V.P. to sign and bind any and all documentation with regard to this company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Lisa Addis has the authority to sign all documents as stated above. There being no further business, the meeting is adjourned.

Frank Addis, Secretary
1-31-22

This foregoing instrument was acknowledged before me this 31st day of January 2022 by Frank Addis. in Palm Beach, FL.

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Detail by Entity Name

Florida Profit Corporation
E&F FLORIDA ENTERPRISES INC.

Filing Information

Document Number	P03000112054
FEI/EIN Number	20-0261053
Date Filed	10/09/2003
State	FL
Status	ACTIVE

Principal Address

3141 FORTUNE WAY
SUITE 16
wellington, FL 33414

Changed: 05/28/2020

Mailing Address

17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Registered Agent Name & Address

BUDNER, MORDECAI
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Officer/Director Detail

Name & Address

Title VP

ADDIS, LISA
17682 SEALAKES DRIVE
BOCA RATON, FL 33498

Title Secretary

ADDIS, FRANK
11376 REGATTA LANE
WELLINGTON, FL 33449

Annual Reports

Frank Addis

11376 Regatta Ln
Wellington, Fl 33449
(561)-306-5390
frank197011@gmail.com

Construction manager with a 17-year record of success overseeing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Operations Supervisor, October 2003 – Present

- Construction / Demolition Projects
- Home Improvement Projects
- Site Safety / OSHA Compliance
- Change Order Management
- Budgeting & Cost Controls
- Bidding / Estimating / Proposals
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

Lisa Addis

4310 Sea Mist Way
Wellington, Fl 33449
(561)-333-1445
lisaaddis@comcast.net

Vice President of Creative Contracting Group with a 17-year record of success overseeing all phases of the day to day operations of the company. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Vice President, October 2003 – Present

- Manage and strengthen relationships with clients, architects, engineers, building officials and bank representatives
- Supervise and motivate team of employees and subcontractors
- Payroll and Budgeting
- Expert efficiency with reading blueprints, building codes, and permits
- Manage and conduct meetings with clients and product representatives
- Manage materials and maximize resources
- Site Safety / OSHA Compliance
- Manage project timelines and contract negations
- Bidding / Estimating / Proposals

Licenses

FLORIDA CERTIFIED GENERAL CONTRACTOR

FLORIDA CERTIFIED REAL ESTATE BROKER

Joseph Patalano

11144 Marina Bay Rd
Wellington, Fl 33449
(561)-291-1665
jepsales@comcast.net

Project Coordinator with a 10 year record of success managing all phases of construction projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Project Coordinator, October 2013 – Present

- Direct Liaison Between Outside Agencies and our Staff
- Bidding / Estimating / Proposals
- Change Order Management
- Budgeting & Cost Controls
- Preparing Project Initiation Documentation
- Preparing Progress Reports
- Site Safety / OSHA Compliance

FLORIDA EASTCOAST RAILROAD POLICE
Supervisor, March 2010 –October 2013

NEW YORK CITY POLICE DEPARTMENT
Sergeant, September 2000 –July 2008
Police Officer. July 1988- September 2000

Edmond D'Eusanio

11201 Pine Valley Dr
Wellington, Fl 33414
(561)-718-7568
eddiepavers@gmail.com

Construction operations manager with a 22-year record of success overseeing all phases of construction projects and sales. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Professional Experience

CREATIVE CONTRACTING GROUP
Operations and Sales Supervisor, October 2003 – Present

- Establishes Relationships with Property Management Companies
- Bidding / Estimating / Proposals
- Budgeting & Cost Controls
- Site Safety / OSHA Compliance
- Change Order Management
- Subcontractor / Crew Supervision
- Preparing Project Initiation Documentation
- Preparing Progress Reports

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
4044 Mandarin Blvd. PBCHA-RFQ-2021-23	Name: Kellee Granville Address: 2300 Banyan Lake Cir WPB FL 33415 Telephone: 561-414-0886	Name: N/A Company: Telephone:	11/18/21	House Remodel, Interior + exterior	30%	91,000
Football Press Boxes Renovations # 202116	Name: Marco Roselli Address: 12300 Forest Hill Blvd Wellington FL Telephone: 561-791-4127	Name: N/A Company: Telephone:	9/2/21	Renovate Four Press Boxes, Flooring, Windows, Attc etc.	88%	59,400
PALM SPRINGS PATHWAY PARK	Name: Walter Sanchez Address: 226 Cypress LN PALM SPRINGS FL Telephone: 561-641-3419	Name: WGI Company: Kirsten Siegel Telephone: 561-687-2220	4/12/21	Sidewalks Driveways Curbing Sod, etc.	98%	505,065.50
EDWARDS Residence	Name: Jorgan Edwards Address: 12198 Quercas LN Wellington FL Telephone: 561-306-0130	Name: N/A Company: Telephone:	12/2/21	Home Remodel Kitchen, Barns, Flooring etc	38%	63,500.
PBCHA-2021-20 Sidewalks, Concrete Grinding, + Stucco Repairs	Name: LaQuanal Pace Address: 3432 W 45th St WPB FL 33407 Telephone: 561-684-2160 x107	Name: N/A Company: Telephone:	11/18/21	Sidewalks + Stucco Repairs	START Jan 2 AS per Client Request	46,900
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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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
Jupiter north + South pods renovations	Name: Scott Isberner Address: 210 Military trail Jupiter FL Telephone: 561-741-2281	Name: Brett Johnson Company: Kimberly Horn Telephone: 561-845-0665	3/1/21	Renovate 2 Restrooms parking lot Improvements	100%	279,000
Lake Worth Warehouse conversion to offices.	Name: Paul Nicholas Address: 1900 2nd Ave N Lake Worth FL Telephone: 561-533-3682	Name: MATHews Consulting Company: Rebecca Travis Telephone: 561-655-6175	12/2/20	Renovate Offices + convert warehouse to office space	100%	228,500
Institute for Womens Health	Name: Madelyn Christopher Address: 9507 S Congress ave Atlantis FL Telephone: 561-350-3691	Name: LEA Architecture Company: Les Czachi Telephone: 561-307-6339	6/23/18	Complete Remodel of 6,500 sq ft. of office space	100%	260,000
Medivalve LLC	Name: Tiffany Rodriguez Address: 3381 Fairlane Farms Wellington FL 33414 Telephone: 561-350-3961	Name: N/A Company: Telephone:	9/10/18	Remodel of over 8,000 sq ft. of office space	100%	159,569
NPB Country Club new office/workside	Name: Chuck Huff Address: 957 US 1 / NPB FL Telephone: 561-3480697	Name: Peacock + Lewis Company: Telephone: 561-626-9704	8/2017	Constructed a Temp offices for NPB Country Club	100%	342,424
City of Wellington Town Hall Pavers + Sidewalks	Name: Marco Rosati Address: 12300 Forest Hill Blvd Wellington FL Telephone: 561-791-4127	Name: N/A Company: Telephone:	6/2020	Sidewalk + Pavers Improvements	100%	26,590.
Boynton Beach Ocean Front Park	Name: Gail Mootz Address: 222 NE 6th ave Boynton Bch FL Telephone: 561-307-2185	Name: Gary Dunmyer Company: Boynton Beach Telephone: 561-945-9394	3/2019	Repair Retaining Wall + stairs to Beach	100%	119,800

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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
Bellagio HOA	Name: D. Dhanassar Address: 6525 Bellagio Falls Blvd Lake Worth FL Telephone: 561-439-8211	Name: Numerous Company: Telephone:	2008 - PRESENT	refurbish clubhouse remodels, Restraints etc.	100%	up to. 400,000
City of Lauderdale Lakes Firehouse Paintings	Name: Robin Scoden Address: 3961 NW 43rd Ave Land Lakes, FL Telephone: 954-535-2758	Name: N/A Company: Telephone:	10/2019	Painted entire Firehouse	100%	44,380.
STEYN House Residence.	Name: Edith Steynhouse Address: 9834 San Luca St Lake Worth FL Telephone: 732-261-2458	Name: Michael Stewart Company: S/AIA Telephone: 954-531-5023	8/2017	Built + renovated entire house from ground up due to fire	100%	276,700
Wellington Dept of Economic Sustainability	Name: Jim Fackrell Address: 12300 Forest Hill Blvd Wellington FL Telephone: 561-753-2435	Name: N/A Company: Telephone:	2016 - Present	Completed numerous Home renovations projects	100%	Up to 100,000
Lakewood Rd + Rec LN Sidewalk Improvements	Name: Walter Sanchez Address: 226 Cypress LN Palm Springs FL Telephone: 561-641-3419	Name: MGE Company: Telephone: 561-687-2220	7/2019	Sidewalk Improvements driveways, drainage etc	100%	229,000
Riviera Beach Marina Project	Name: Andre Lewis Address: 2001 Broadway Ste 310 Riviera Bch FL Telephone: 561-714-7719	Name: Song + Ass. Company: Telephone: 561-655-2423	8/2018	Removed + replaced sea wall + fencing / railing	100%	285,600
P.B.C. Dept of Economic Sustainability	Name: Mani Beigiano Address: 100 Australian Ave WPB FL Telephone: 561-533-7353	Name: N/A Company: Telephone:	2016 - present	Remodeled numerous Homes	100%	up to 120,000

EJCDC® C-451, Qualifications Statement.
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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2014 Mitsu Fuso Landscape TRUCK	2014	Very Good	50K
2007 Mitsu Fuso Landscape Truck	2007	Good	30K
Ford E-350 Box truck	2005	Good	25K
Caterpillar excavator 252 B	2012	very Good	20K
New Holland Excavator E185	2015	very Good	20K
Blast / Tramic Power WASHER	2001	Good	10K
Contra / Tramic Flat TRAILER	2004	Very Good	3K
numerous Bob cats	MISC	do	MISC
" generators	MISC.	do	
" scaffolding.		do	
" Chipping hammers		do	
" wet saws.		do	
" misc power tools		do	
" ladders.		do	
" wheel barrells.		do	
" painting supplies / tools		do	

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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
NONE					

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

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

Pursuant to bidding requirements for the work titled "Village Hall N Flex Space Buildout ," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Lisa Addis, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is V.P. (officer's title) of E + F Florida Enterprises (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 Village of Palm Springs 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) _____

USA Saldis V.P.

Subscribed and sworn to before me
this 11 day of January, 2022

_____
Notary Public

My commission expires 5/14/22

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
E+F Florida Enterprises (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

1-11-22
Date Signed

State of: FL.

County of: Palm Bch

Sworn to and subscribed before me this 11 day of January, 2022

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

_____
Signature of Notary

My Commission Expires 5/14/22

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

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 FL.

COUNTY OF Palm Bch.

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

1. The business address of E+F Florida Enterprises Inc. (firm name of Bidder/Contractor) is 3141 Fortune Way S-16 Wellington FL 33414.

2. My relationship to E+F Florida Enterprises (firm name of Bidder/Contractor) is V.P / Owner (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 N/A.

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

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

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 11 day of January, 2022.

Notary Public

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

(affix seal)

5-14-22
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Lisa Addis, on behalf of E+F Florida Enterprises (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By: Lisa Addis
Name: _____
Title: V.P.
Date: 1/11/22

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 11th day of January, 2022, by Lisa Addis, who is the V.P. of E+F Florida Enterprises INC., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary Joseph Patalano
My Commission expires: 5/14/22

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
01	12/27/22
02	1/10/23

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 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.

E. 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.

F. 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.

G. 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.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$ 289,300.00
Lump Sum Contingency Allowance	$ 20,000.00

Total of All Lump Sums $ 309,300.00

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1513[illegible] [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]*

E+F Florida Enterprises INC

By:
[Signature] [signature]

[Printed name] Lisa Addis

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.) enclosed

Attest:
[Signature] [signature]

[Printed name] Frank Addis

Title: Secretary.

Submittal Date: 1-12-22

Address for giving notices:

3141 Fontana Way S/6

Wellington FL 33414

Telephone Number: 561-333-1445

Fax Number: 561-333-7894

Contact Name and e-mail address: Lisa Addis

creative contractor @ comcast.net

Bidder's License No.: CGC 1513410
(where applicable)

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

BID BOND

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

BIDDER *(Name and Address)*:
E&F Florida Enterprises, Inc dba Creative Contracting Group
3141 Fortune Way S-16,
Wellington, FL 33414

SURETY *(Name, and Address of Principal Place of Business)*:
United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07962

OWNER *(Name and Address)*:
Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID
Bid Due Date: 1/12/2022
Description: **Village Hall N Flex Space Buildout**

BOND
Bond Number: N/A
Date: 1/12/2022
Penal sum Five Percent of Amount Bid (Words) $ 5% of Amount Bid (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
E&F Florida Enterprises, Inc dba Creative Contracting Group (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature
LISA Addis
Print Name
V.P.
Title

Attest: _____
Signature Frank Addis
Title Secretary

SURETY
United States Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)
Brett Rosenhaus
Print Name
Attorney-in-Fact
Title

Attest: _____
Signature
Title Witness

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 12th day of January 2022

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

January 4, 2022

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is Philadelphia Indemnity Insurance Company which carries an A.M. Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwiring criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $750,000 for a single bond and $750,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.2210
F: 561.455.4737
[illegible]

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

ITB NO. 2022-002
VILLAGE HALL N. FLEX SPACE BUILDOUT

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Village Hall N Flex Space Buildout** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 PM** local time on **January 12, 2022**. At **2:30 PM** all Bids received before the deadline will be publicly opened and read. The Project consists of building out **NEW OFFICES ON THE SECOND FLOOR OF THE UNFINISHED N. SIDE FLEX SPACE AT VILLAGE HALL**.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from **REG Architects, Inc.**, 120 South Olive Ave, Ste. 210, West Palm Beach, Fl. 33401 on **Mondays through Fridays** between the hours of **9:00 AM to 5:00 PM**. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of $ **5** . Shipping via overnight express service is ¢ **50** per mile. Alternatively, printed Bidding Documents may be obtained from **REG Architects, Inc.** either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ **11** per set, payable to **"REG Architects, Inc."**.

A pre-bid conference will be held at **2:00 PM** local time on **December 21, 2021,** at the **Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs FL 33461**. Attendance at the pre-bid conference **is *mandatory***.

Mandatory Pre-Bid Conference – December 21, 2021, at 2:00 PM

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

- Registration: https://attendee.gotowebinar.com/register/6828830744655438861 Web ID# 341-967-163
- Phone: United States 1 (562) 247-8321 Web ID# 201-503-611

Bid Opening – January 12, 2022, at 2:30 PM

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

- Registration: https://attendee.gotowebinar.com/register/5710172221393377549 Web ID# 252-773-051
- Phone: United States 1 (562) 247-8321 Web ID# 178-374-941

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 4, 2022** at **5:00 PM** local time.

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 limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner:	**Village of Palm Springs**
By:	**Kimberly Wynn**
Title:	**Village Clerk**
Date:	**December 9, 2021**
Publication:	Lake Worth Herald, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

ITB NO. 2022-02
VILLAGE HALL N FLEX SPACE BUILDOUT
January 13, 2022
VILLAGE COUNCIL CHAMBERS

Staff Present:

Walter Sanchez
Jane Worth - Deputy Village Clerk
Frantz Daniel - REG Architect

Meeting Start: 10:30 AM
Meeting End: 10:39 AM

NAME	ADDRESS	BID AMOUNT	BID PACKAGE COMPLETE
Good New Development	713 NW 1st Avenue, Ft. Lauderdale, FL 33311	$ 239,912.00	
Ralph Della-Pietra Inc.	880 Jupiter Park Drive Unit #13, Jupiter, FL 33458	$ 325,967.00	
E&F Florida Enterpirses	341 Fortune Way S-16	$ 309,300.00	
Intertech Construction Corporation of America, Inc.	11784 W. Sample Road, Suite 102, Coral Springs, FL 33065	$ 353,212.04	

VILLAGE OF PALM SPRINGS
VILLAGE CLERKS OFFICE
226 Cypress Lane ▪ Palm Springs, Florida, 33461

NOTICE OF INTENT TO AWARD

Bid Number:	Bid No. 2022B-002
Project Name:	Village Hall North Flex Space Buildout
Bid Opening Date:	January 13, 2022, at 2:30 PM
Notice of Intent Posting Date:	February 4, 2022
Project Manager:	Walter Sanchez, Project Manager
Notice of Intent Posting Locations:	Village Website (www.vpsfl.org) Demandstar (damandstar.com) Village Hall Lobby ▪ 226 Cypress Lane ▪ Palm Springs, FL 33461

Here is a notice of the Village's intent to award Bid No. #2022B-002 to **E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group,** located at **3141 Fortune Way S-16, Wellington, FL 33414** for the above- referenced project.

Under the Village's Purchasing Code, Section 58-6, a bidder who wishes to protest the proposed award must submit the bid protest in writing to the Village Clerk within three (3) business days following the posting date of this Notice of Intent to Award **(Tuesday, February 8, 2022)**. All protests shall be in writing and shall identify the protestor and the solicitation; and shall include a factual summary of the basis of protest. Please refer to the Village's Code of Ordinances for information (Section 58-6. Purchasing Protests).

Attached is a certified bid tabulation for your review. The necessary documents were provided and found to comply with the requirements of the bidding phase of this project.

If you have any questions require additional information about this recommendation of award or the project in general, please do not hesitate to contact me via phone (561) 584-8200 (ext. 8431) Monday through Friday from 8:30 AM – 4:30 PM., or email at kwynn@vpsfl.org.

Regards,

Kimberly Wynn
Village Clerk

Attached: Bid Tabulation

ITB NO. 2022B-002

Village Hall North Flex Space Buildout

Virtual E-Bid Opening - January 13, 2022

Staff Present: Walter Sanchez, Public Service Administrator
Jane Worth, Deputy Village Clerk

Meeting Start: 2:30 PM **Meeting End: 2:40 PM**

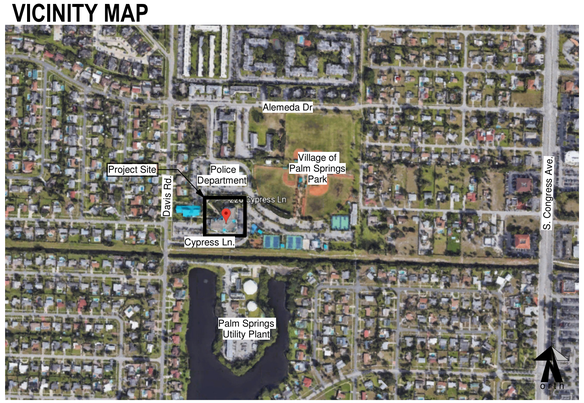
NAME	Email	ADDRESS	Lump Sum
E&F Florida Enterprises d/b/a Creative Contracting Group, Inc.	Jepsales@comcast.net	3141 Fortune Way S-16 Wellington, FL 33414	$ 309,300.00
Good News Development	goodnewsdevelopment@gmail.com	713 NW 1st Avenue Ft Lauderdale, FL 33311	$ 239,912.00
Intertech Construction Corporation of America	gmuller@iccbuild.com	11780 W Sample Road Ste #102 Coral Springs, FL 33065	$ 353,212.00
Ralph DellaPietra, Inc	josh@rdpconst.com	880 Jupiter Park Drive, Unit #13 Jupiter, FL 33458	$ 325,967.00

Village of Palm Springs - Flexspace

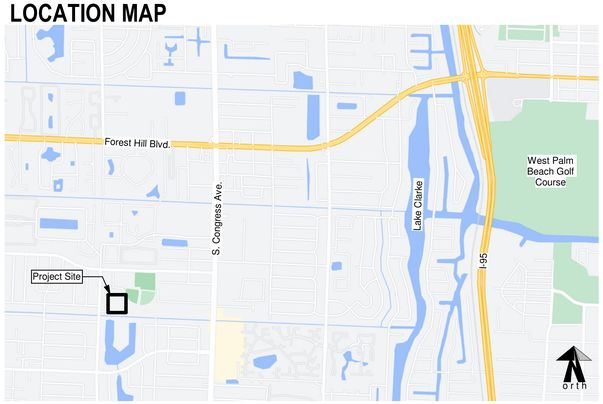
226 Cypress Lane, Palm Springs, FL 33461

PERMIT SET 10/06/21

VICINITY MAP



LOCATION MAP



OWNER

Village of Palm Springs
Public Service Department
Walt Sanchez, Public Service Manager
226 Cypress Lane, Palm Springs, FL 33461
Phone 561.641.3419 Fax 561.304.4608
wsanchez@vpsfl.org

ARCHITECT

REG Architects - Interiors - Planners, Inc.
Rick Gonzalez, AIA, President
Frantz E. Daniel, Assistant Project Manager
120 South Olive Ave, Suite # 210, West Palm Beach, Florida, 33401
Ph: 561-659-2383 Fax: 561-659-5546

MEP

FORMICA & ASSOCIATES
Steve Henderson, Principal | Director of Engineering
980 N Federal Highway, # 110 - Boca Raton, FL, 33432
Phone 561.368.3611 Ext. 103
Steve.Henderson@formicaengineering.com

PROJECT SCOPE

PER THIS APPLICATION, AREA OF WORK (FLEX SPACE) IS LOCATED AT THE NORTHEAST PORTION OF THE BUILDING ON THE SECOND FLOOR. THE SCOPE OF WORK FOR THE PROPOSED BUILDOUT INCLUDES: 5 NEW OFFICES , A CONFERENCE ROOM, CLOSET STORAGE, SECURED FILE STORAGE, AN IT WORK AREA, IT STORAGE AND A SERVER ROOM.

Architectural Sheet List	
Sheet Number	Sheet Name
A-0.00	Cover Sheet
A-0.01	Architectural Information
A-1.00	Architectural Site Plan
A-1.01	Work Location
A-1.10	Life Safety Plan
A-1.20	Proposed Floor Plan
A-1.30	Proposed Ceiling Plan
A-4.00	Enlarged Floor Plans
A-5.00	Interior Elevations & Door Schedule
A-6.00	Finish Plan
E000	Electrical Cover Sheet
E301	Power, Data and Fire Alarm Level 2 Floor Plan
E401	Lighting Level 2 RCP
E402	Photometric Plan Normal Lighting
E403	Photometric Plan Emergency Lighting
E601	Electrical Riser Diagram
E701	Electrical Details
E801	Electrical Schedules
M000	Mechanical Cover Sheet
M301	Mechanical Level 2 Floor Plan
M701	Mechanical Details
M801	Mechanical Schedules

REG
Architects
Interiors
Planners
CORP# AA0002447

Est. 1988

Rick Gonzalez, AIA
President
FL License AR0014172
120 South Olive Ave. Ste. 210,
West Palm Beach, FL 33401
P (561) 659-2383
www.regarchitects.com

Village of Palm Springs - Flexspace

226 Cypress Lane, Palm Springs, FL 33461

No:	Date:	Description:

DATE:	10/06/21
DESIGNER:	REG
MODELED:	FD, MW
CHECKED:	FD/REG
REG PROJECT #:	19007.2

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.

© REG 2021

Cover Sheet

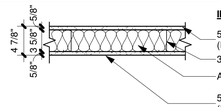
A-0.00

WALL TYPES

TYPE #

NOTE:
- ALL DIMENSIONS ARE TO OUTSIDE FACE OF CMU OR GWB U.N.O.
- PROVIDE BLOCKING AS REQUIRED FOR WALL MOUNTED FIXTURES
- ALL BATT & ACOUSTIC INSULATION SHALL BE FORMALDEHYDE FREE AND MOISTURE RESISTANT
- PROVIDE ACOUSTICAL SEALANT AT ALL WALLS WITH SOUND ATTENUATION BLANKETS
- RATED WALL TYPES AS INDICATED IN DRAWINGS
- ALL DRYWALL TO BE LEVEL 4 FINISH W/ SATIN FINISH PAINT.
- WHERE CHASE, PILASTER, AND COLUMN ENCLOSURES OCCUR, GWB MAY BE OMITTED ON CONCEALED SIDE UNLESS REQUIRED FOR FIRE RATING
- WHERE GWB ABUTS CMU CONSTRUCTION PROVIDE CONTINUOUS J-MOLD AT JOINT
- MASONRY WALLS MAY ALSO INCLUDE C.I.P. COLUMNS & BEAMS AS REQUIRED BY STRUCTURAL ENGINEER
- PROVIDE FIBER-CEMENT BACKER BOARD ON WALLS AND CEILINGS OF SHOWER AND TUB ENCLOSURES PER FBC2509. PROVIDE MOISTURE AND MOLD RESISTANT GYPSUM BOARD AT ALL OTHER WET LOCATIONS INCLUDING BUT NOT LIMITED TO WALLS AND CEILINGS OF BATHROOMS. LAUNDRY ROOMS, KITCHENS, HVAC CLOSETS AND WATER-HEATER CLOSETS.

W1



INTERIOR STUD PARTITION - STC RATING: N/A

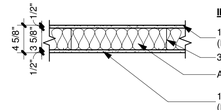
5/8" GYPSUM WALL BOARD (EXTEND TO UNDERSIDE OF STRUCTURE)
3 5/8" MIN., 25 GA METAL STUD 16" O.C.
ACOUSTICAL BATTS TO FILL CAVITY
5/8" GYPSUM WALL BOARD (EXTEND TO UNDERSIDE OF STRUCTURE)

W2

COLUMN BOXOUT - STC RATING: N/A

5/8" GYPSUM WALL BOARD (EXTEND 6" ABOVE CEILING)
1 5/8" MIN., 25 GA METAL STUD

W3



INTERIOR STUD PARTITION - STC RATING: N/A

1/2" GYPSUM WALL BOARD (EXTEND TO 10'-6" ABOVE F.F.)
3 5/8" MIN., 25 GA METAL STUD 16" O.C.
ACOUSTICAL BATTS TO FILL CAVITY
1/2" GYPSUM WALL BOARD (EXTEND TO 10'-6" ABOVE F.F.)

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR BECOMING FULLY INFORMED AS TO EXISTING CONDITIONS AT THE SITE. NEITHER THE OWNER NOR THE A/E MAKES ANY REPRESENTATION WARRANTY AS TO SITE CONDITIONS.

2. CONTRACTOR TO PROVIDE THE NECESSARY LABOR, MATERIAL, SCAFFOLDING & EQUIPMENT REQUIRED TO COMPLETE DEMOLITION AS DESCRIBED IN THE DRAWING.

3. CONTRACTOR SHALL VERIFY THE DEMOLITION PHASING SCHEDULE, WITH THE OWNER BEFORE START DEMOLITION WORK.

4. MATERIALS, EQUIPMENT & RUBBISH, EXCEPT FOR ITEMS TO BE REUSED, SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATE CODES..

5. CONTRACTOR SHALL COORDINATE WITH OWNER ANY ITEMS, FIXTURES, AND/OR BUILDING ELEMENTS TO BE SALVAGED PRIOR TO START OF DEMOLITION.

6. THE DEMOLITION PLAN AND KEY NOTES ARE PROVIDED FOR REFERENCE ONLY. IT DOES NOT INTEND TO ADDRESS ALL DEMOLITION SCOPE OF WORK. CONTRACTOR SHALL COORDINATE FULL DEMOLITION SCOPE WITH EXISTING CONDITIONS AND PROPOSED PLANS.

7. CONTRACTOR SHALL REPORT TO ARCHITECT ANY DISCREPANCY FOUND ON SITE WITH THE DEMOLITION PLAN PRIOR TO START.

8. ALL DEMOLITION RENOVATION, AND NEW CONSTRUCTION SHALL COMPLY WITH NFPA 241 AND ALL OTHER APPLICABLE NATIONAL STATE AND LOVAL CODES, RULES, AND ORDINANCES.

9. CONTRACTOR IS FULLY RESPONSIBLE FOR THE SAFETY AND PROTECTION OF WORKMEN AND THE PUBLIC FROM DEMOLITION WORK. CONTRACTOR SHALL PROTECT ALL EXISTING OCCUPIED AREAS AS NECESSARY UTILIZING (BUT NOT LIMITED TO:) LIGHTING BARRICADES, WORKING SIGNS, AND DUST BARRIERS.

10. CONTRACTOR SHALL VERIFY WITH LOCAL JURISDICTION, THE REQUIREMENTS FOR DEBRIS, DUMPSTER LOCATION AND COLLECTION SCHEDULE PRIOR TO COMMENCEMENT.

11. UPON COMPLETION OF DEMOLITION WORK, ADJACENT AREAS AND PROPERTY SHALL BE LEFT CLEAN AND SATISFACTORY TO THE AUTHORITIES HAVING JURISDICTION, THE OWNER AND ARCHITECT.

12. EXISTING BUILDING ELEMENTS THAT ARE AFFECTED BY DEMOLITION ARE TO BE PATCHED AND REPAIRED TO MATCH ADJACENT EXISTING CONDITIONS, FINISHES AND MAINTAIN EXISTING FIRE RATINGS WHERE APPLICABLE.

13. EXISTING CONCRETE FLOOR TRENCHING AND EXISTING PARTITION WALL/CEILING GYPSUM BOARD REMOVAL MAY BE REQUIRED FOR NEW PLUMBING/ELECTRICAL WORK.

14. UNLESS NOTED OTHERWISE, ALLOW TWO INCHES OF VARIANCE UP AND DOWN FOR GIVEN DIMENSIONS OF EXISTING CONDITIONS. CONTRACTOR TO VERIFY AND REPORT TO ARCHITECT OF ANY DISCREPANCIES PRIOR TO START OF DEMOLITION WORK.

15. NOT USED

16. CONTRACTOR TO COORDINATE AND SCHEDULE ALL UTILITIES SHUTDOWNS WITH THE LOCAL UTILITY COMPANIES, AUTHORITIES HAVING JURISDICTION, AND BUILDING MANAGERS AS APPLICABLE.

17. FOR EQUIPMENT AND SYSTEMS TO REMAIN, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONDITION OF EXACT SIZES AND LOCATION OF EXISTING DUCT AND PIPING ETC, BEFORE DEMOLITION WORK IS BEGUN. REPORT ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL FIELD CONDITIONS TO THE OWNER AND ENGINEER PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.

18. ALL PLUMBING PIPES ASSOCIATED WITH FIXTURES TO BE DEMOLISHED OR REMOVED (INCLUDING BUT NOT LIMITED TO:) SANITARY, WATER, GREASE, GAS, CONDENSATE, AND REFRIGERATION) SHALL BE CAPPED BELOW SLAB, ABOVE CEILING OR IN WALL (TO REMAIN).

19. NO EXISTING PIPING SHALL BE LEFT OPEN AFTER PARTIAL REMOVAL. PIPE SHALL BE PERMANENTLY CAPPED OR TEMPORARILY CAPPED IF MADE READY FOR CONNECTION TO NEW WORK.

20. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UNDERGROUND/UNDER-SLAB LINES AND COORDINATE WITH ALL DISCIPLINES FOR NEW CONNECTIONS.

21. NOT USED

22. NOT USED

GENERAL NOTES

1. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS ARE THE LEGAL PROPERTY OF THE ARCHITECT AND ARE INSTRUMENTS OF SERVICE NOT TO BE REPRODUCED IN WHOLE OR IN PARTS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SAME.

2. IT IS THE INTENT OF THE ARCHITECT THAT THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS BE IN CONFORMANCE WITH ALL REQUIREMENTS OF THE BUILDING AUTHORITIES HAVING JURISDICTION OVER THIS TYPE OF CONSTRUCTION AND OCCUPANCY.

3. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS TO COMPLETE ALL BUILDING SYSTEMS AND PROVIDE ALL NECESSARY APPURTENANCES FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER AND IN ACCORDANCE WITH ALL APPLICABLE CODES, RULES, AND REGULATIONS.

4. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN. DETAILED AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.

5. ALL DIMENSIONS SHOWN ARE NOMINAL UNLESS OTHERWISE NOTED. DO NOT SCALE DRAWINGS, USE FIGURED DIMENSIONS ONLY.

6. NOT USED

7. ALL DESIGN LOADS ARE TO BE AT MINIMUM PER F.B.C. 2020 & F.B.C.-R AND AS OTHERWISE INDICATED IN THE CONTRACT.

8. ALL EXTERIOR WINDOWS & DOORS SHALL BE IMPACT RESISTANT.

9. ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED. ALL HEADERS ARE DOUBLE MEMBERS UNLESS OTHERWISE NOTED.

10. ALL PENETRATIONS THROUGH ANY RATED ASSEMBLY SHALL BE PROVIDED WITH UL APPROVED PENETRATION RATED MATERIAL.

11. HARDWARE, BATHROOM FIXTURES, LIGHTING FIXTURES, AND OTHER MISCELLANEOUS ITEMS NOT SPECIFICALLY CALLED OUT ON DRAWINGS SHALL BE SELECTED BY OWNER.

12. ALL MECHANICAL, PLUMBING AND ELECTRICAL SHALL COMPLY WITH THE F.B.C. 2020 (MECH),(ELECT),(PLUMB).

13. ALL WORK TO BE TRUE TO LINE, PLUMB AND SQUARE AND ADEQUATELY SUPPORTED. FILL ALL VOIDS BETWEEN COMPONENTS. ALL ITEMS THAT DO NOT MEET THE ARCHITECT'S SATISFACTION AS TO GOOD TRADE PRACTICES AND QUALITY WORKMANSHIP WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

14. WHEN CONFLICTING INFORMATION IS FOUND IN THE DRAWINGS AND/OR SPECIFICATIONS. THE CONTRACTOR SHALL CONTACT THE ARCHITECT FOR CLARIFICATION PRIOR TO CONSTRUCTION.

15. THE CONTRACTOR IS TO ACQUIRE ALL REQUIRED PERMITS FOR DEMOLITION (IF APPLICABLE), CONSTRUCTION, AND OCCUPANCY OF THE PROJECT.

16. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR DEMOLITION AND CONSTRUCTION PROCEDURES AND OPERATIONAL SEQUENCE FOR REVIEW AND ACCEPTANCE BY THE ARCHITECT/ENGINEER AND OWNER.

17. CONTRACTOR IS TO COORDINATE AND SCHEDULE THE WORK OF ALL TRADES TO INSURE THE WORK IS COMPLETED IN A TIMELY MANNER, COMPLYING WITH OWNER/CONTRACTOR AGREEMENT.

18. CONTRACTOR SHALL SUBMIT PRODUCT APPROVAL DATA FOR ALL PRODUCTS AND MATERIALS AS REQUIRED BY CODE AND SPECIFIC MUNICIPALITY THE PROJECT IS LOCATED IN.

19. CONTRACTOR SHALL SUBMIT, WITHIN 15 DAYS FROM OWNER/CONTRACTOR CONTRACT, A SHOP DRAWING AND SUBMITTAL SCHEDULE FOR ARCHITECT AND OWNER APPROVAL.

20. CONTRACTOR SUBMITTALS MUST BE SUBMITTED VIA E-MAIL IN ELECTRONIC FORMAT FOR ARCHITECT/ENGINEER/OWNER RECORDS, PLUS ANY ADDITIONAL SETS REQUIRED FOR PERMITTING AND CONTRACTORS USE. ALL SUBMITTALS MUST BE COMPLETE (NO PARTIAL SUBMITTALS WILL BE RECEIVED). ALL SHOP DRAWINGS MUST BE REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTING TO THE ARCHITECT/ENGINEER AND OWNER.

21. NOT USED

22. CONTRACTOR SHALL PROVIDE THE ARCHITECT AND OWNER WITH RED-LINED AS-BUILT DRAWINGS FOR ANY AND ALL FIELD CHANGES AND/OR ADDITIONS TO THE WORK INCLUDED IN THE DRAWINGS.

23. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE IN A NEAT AND WORKMAN-LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, APPLICABLE CODES, RULES AND REGULATIONS HAVING JURISDICTION.

24. CONTRACTOR SHOULD MAINTAIN THE SITE SAFE AND CLEAR OF DEBRIS. ALL CONSTRUCTION DEBRIS IS TO BE REMOVED FROM THE WORK AREAS DAILY AND FROM THE SITE AT PROPER INTERVALS

25. THE CONTRACTOR SHALL PROVIDE AN ON-SITE DUMPSTER IN A LOCATION APPROVED BY THE OWNER FOR THE DISPOSAL OF REMOVED MATERIAL. THE DUMPSTER SHALL BE EMPTIED AT APPROPRIATE INTERVALS TO PREVENT OVERFLOW AND UNSIGHTLY CONDITIONS.

26. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF HIS WORK, INCLUDING BUT NOT LIMITED TO VANDALISM, THEFT, ETC.

27. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR PROTECTION AND SAFEKEEPING OF GOODS BEING INSTALLED UNDER THIS CONTRACT, AS WELL AS FOR COMPLIANCE WITH ALL APPLICABLE OSHA REGULATIONS.

28. THE ARCHITECT IS NOT RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES OR FOR PRECAUTIONS AND PROGRAMS RELATED TO THE PROJECT'S CONSTRUCTION.

29. THE CONTRACTOR IS TO VISIT THE SITE AND VERIFY ALL EXISTING BUILDING AND SITE CONDITIONS AND DIMENSIONS. SHOULD ANY DISCREPANCIES BE ENCOUNTERED BETWEEN THE DRAWINGS AND THE FIELD CONDITIONS, THE ARCHITECT/ENGINEER SHOULD BE NOTIFIED IN WRITING 7 DAYS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES SHALL BE RESOLVED BY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

30. CONTRACTOR IS TO PROVIDE ALL THE SUPPLEMENTARY MATERIALS REQUIRED TO PROPERLY INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS WITHIN THE SCOPE OF THE PROJECT.

31. CONTRACTOR SHALL SUPPLY, LOCATE AND BUILD INTO THE WORK ALL INSERTS, ANCHORS, ANGLES, PLATES, OPENINGS, SLEEVES, HANGERS, SLAB DEPRESSIONS, AND PITCHES AS MAY BE REQUIRED TO ATTACH AND ACCOMMODATE OTHER WORK.

32. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH SPECIFIC STANDARDS AND REQUIREMENTS BY CORRESPONDING TESTING AGENCIES ON ASSEMBLIES CALLED OUT IN DRAWINGS & SPECIFICATIONS.

33. CONTRACTOR SHALL EMPLOY AND PAY FOR SERVICES OF AN INDEPENDENT, QUALIFIED TESTING LABORATORY TO PERFORM SOIL COMPACTION TEST AS WELL AS COMPREHENSIVE STRENGTH TEST IN CONCRETE SAMPLINGS, AS PER ASTM STANDARDS.

34. CONTRACTOR SHALL PROVIDE MOCKUP FOR EXTERIOR AND INTERIOR FINISHES AND COLOR SELECTIONS FOR ARCHITECT AND OWNER'S APPROVAL.

35. TO OBTAIN ARCHITECT'S APPROVAL ON APPLICATION FOR PAYMENT, CONTRACTOR SHALL SUBMIT DETAILED SCHEDULE OF VALUES PER TRADE, BROKEN DOWN TO SUFFICIENT LINE ITEMS TO GRANT PAYMENT ON COMPLETED PORTIONS ONLY. NO PAYMENT WILL BE APPROVED ON PARTIALLY COMPLETED LINE ITEMS.

36. NOT USED.

37. SUBMITTALS BY CONTRACTOR - UP TO TWO REVIEWS OF SUBMITTALS ARE INCLUDED IN THIS PROJECT. ANY ADDITIONAL REVIEWS OF SUBMITTALS WILL BE BILLED TO THE CONTRACTOR AND PAYABLE TO THE ARCHITECT, ARCHITECT'S AND/OR OWNER'S CONSULTANTS AT THEIR CURRENT HOURLY RATE.

38. NO SUBSTITUTIONS ARE ALLOWED UNLESS PREVIOUSLY REVIEWED AND ACCEPTED BY OWNER. SUBMIT SUBSTITUTION REQUESTS TO ARCHITECT FOR REVIEW AND COMMENT, ALLOW UP TO ONE WEEK FOR REVIEW, SUBMIT EARLY ENOUGH TO ACCOMMODATE ALL LEAD TIME AND NOT NEGATIVELY AFFECT PROJECT SCHEDULE.

39. ALL FOAM PLASTIC INSULATION SHALL BE COVERED BY THERMAL BARRIER AND NOT EXPOSED.

40. ALL RIGID BOARD INSULATION SHALL BE POLYISOCYANURATE "POLYISO". EPS AND XPS ARE NOT ALLOWED SUBSTITUTIONS.

ABBREVIATIONS

NOTE: NOT ALL ABBREVIATIONS ARE USED IN THIS SET

ABV	ABOVE
AC	AIR CONDITIONER
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLER UNIT
AHJ	AUTHORITY HAVING JURISDICTION
BLK	BLOCK
BD	BOARD
B.O.	BOTTOM OF
℄	CENTER LINE
C.J.	CONTROL JOINT
CLG.	CEILING
CMU	CONCRETE MASONRY UNITS
COL.	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
DBL.	DOUBLE
D.F.	DRINKING FOUNTAIN
DIA.	DIAMETER
DN.	DOWN
DWG	DRAWING
DS	DOWNSPOUT
ELEC.	ELECTRICAL
E.J.	EXPANSION JOINT
EXT.	EXTERIOR
EXIST.	EXISTING
F.C.L.	FINISHED CEILING LEVEL
F.F.L.	FINISHED FLOOR LEVEL
FD	FLOOR DRAIN
GA.	GAUGE
GALV.	GALVANIZED
GYP.	GYPSUM
GWB	GYPSUM WALL BOARD
HC	HOLLOW CORE
HORIZ.	HORIZONTAL
INS.	INSULATION
INT.	INTERIOR
MAX.	MAXIMUM
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
M.O.	MASONRY OPENING
MTL.	METAL
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
O.H.	OVERHANG
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
P.H.	PAPER HOLDER
P.L.	PROPERTY LINE
PLF	POUNDS PER LINEAR FOOT
P.T.	PRESSURE TREATED
P.T.D.	PAINTED
PLYWD.	PLYWOOD
R.D.	ROOF DRAIN
RWL	RAIN WATER LEADER
SCP	SCUPPER
S.C.	SOLID CORE
SF	SQUARE FOOT
SH	SINGLE HUNG
SHT	SHEET
SIM.	SIMILAR
S.S.	STAINLESS STEEL
STL.	STEEL
STRUCT	STRUCTURAL
SW	SWITCH
SB	SPLASH BLOCK
SD	STORM DRAIN
T.O.	TOP OF
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
UL	UNDERWRITERS LABORATORIES
VERT.	VERTICAL
W.A.	WEDGE ANCHORS
W/	WITH
WC	WATER CLOSET
WD.	WOOD
W.H.	WATER HEATER

ARCHITECTURAL SYMBOLS

ELEVATIONS / SECTIONS / DETAILS SYMBOLS

1 / A-3.10 — DETAIL NUMBER, SHEET NUMBER — BUILDING SECTION TAG

1 / A-3.10 — DETAIL NUMBER, SHEET NUMBER — WALL OR DETAIL SECTION TAG

PLANS

EXHIBIT HALL #2 / 105 — ROOM NAME AND NUMBER

2 — WALL TYPE TAG (REFER TO WALL TYPE SCHEDULE)

15 / A — WINDOW NUMBER, WINDOW TYPE — WINDOW TAG (REFER TO WINDOW SCHEDULE)

104 — DOOR NUMBER — DOOR TAG (REFER TO DOOR SCHEDULE)

WHEELCHAIR 5 FEET RADIUS TURNING CLEARANCE AT FLOOR IN COMMON AREAS (FBC/ADA)

A / C / 1 / A-3.10 / B — ELEVATION NUMBER, DETAIL NUMBER, SHEET NUMBER — INTERIOR ELEVATIONS TAG

W-2 / F-1 / F-1 — WALL FINISH, WALL BASE FINISH, FLOOR FINISH — FINISH FLOOR SCHEDULE (REFER TO FINISH PLAN)

NORTH ARROW

GENERAL

1 — REFERENCE — REVISION TAG AND CLOUD. REVISIONS ARE DONE SHEET BY SHEET.

EXTENT OF CHANGES SHOWN INSIDE CLOUD

1 / A-3.10 — DETAIL NUMBER, SHEET NUMBER — ENLARGED PLAN OR DETAIL

GENERAL NOTE: ALSO REFER TO SPECIFIC PLAN LEGEND

W-4 — FINISH TAG

TOP OF WALL OR F.F.L. EL = 10'-0" — VERTICAL ELEVATION TAG

PLANS GENERAL INFORMATION

1. PRINTED DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS.

2. CONFLICT WITH DIMENSIONS SHALL BE REPORTED TO ARCHITECT FOR CLARIFICATION.

3. ALL DIMENSIONS FOR CMU WALL ASSEMBLIES ARE FROM FACE OF CMU UNLESS NOTED OTHERWISE.

4. ALL DIMENSIONS TO GWB ASSEMBLIES ARE TO OUTSIDE FACE OF GWB UNLESS NOTED OTHERWISE.

5. VERIFY SCHEDULE QUANTITIES WITH DRAWINGS. WHERE THERE IS A CONFLICT, QUANTITIES SHOWN IN DRAWINGS TAKE PRECEDENT.

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Rick Gonzalez, AIA
President
FL License AR0014172
120 South Olive Ave. Ste. 210,
West Palm Beach, FL 33401
P (561) 659-2383
www.regarchitects.com

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Architectural Information

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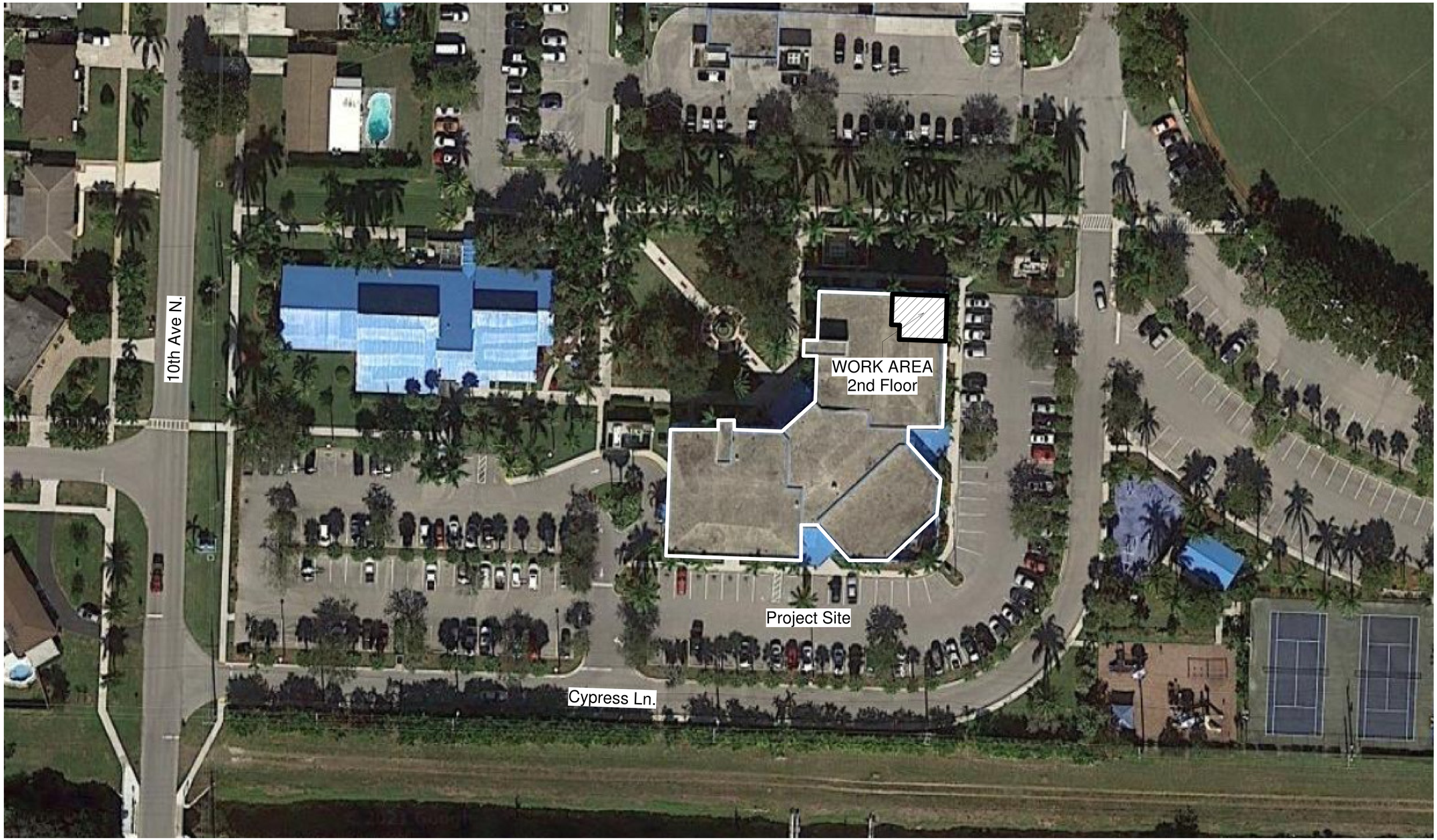
A-0.01



Site Plan
N.T.S.

NOTE: THIS SITE PLAN IS NOT TO SCALE AND IS FOR REFERENCE PURPOSES ONLY.

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Architectural Site Plan

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A-1.00

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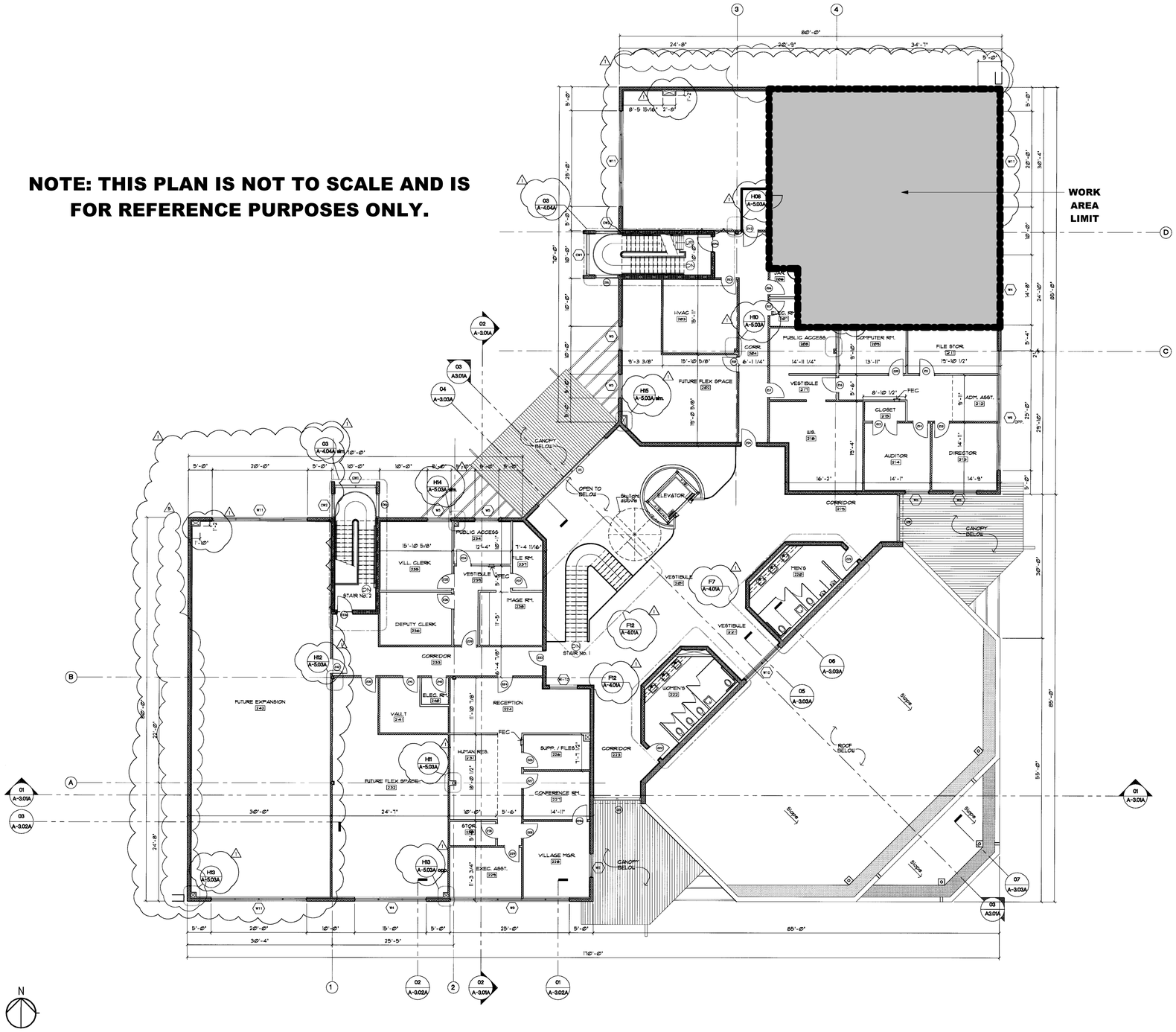

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Work Location

PERMIT SET

A-1.01

FLOOR PLAN LEGEND

- EXISTING WALL OR PARTITION TO REMAIN
- NEW PARTITIONS

LIFE SAFETY KEY

- MEANS OF EGRESS (FROM ROOM OR FLOOR)
- MEANS OF EGRESS (EXIT DISCHARGE)
- PATH OF TRAVEL
- 1HR RATED
- SERVICE SINK
- DRINKING FOUNTAIN (DF)
- WATER DISPENSER (WD)
- EXIT SIGN - WALL MOUNTED
- EXIT SIGN - CEILING MOUNTED
- **FIRE EXTINGUISHER BASIS OF DESIGN:** LARSEN MP SERIES 5LB 2A:10B:C UNIT
- FEC — **FIRE EXTINGUISHER CABINET BASIS OF DESIGN:** LARSEN ARCHITECTURAL SERIES AL2409-5R ALUMINUM SEMI RECESSED CABINET.

1 **Life Safety/Furniture Plan**
1/4" = 1'-0"

CODE RESEARCH AND TABULATION

APPLICABLE BUILDING CODE	**FLORIDA BUILDING CODE 2020,** 7TH EDITION (FBC 2020) - Including Mechanical, Electrical, Plumbing, & Accessibility **FLORIDA FIRE PREVENTION CODE 2020,** 7TH EDITION (FFPC 2020)

AREA CALCULATIONS

DESCRIPTION	AREA
BUSINESS (B)	1,834 SF
STORAGE (S)	375 SF
TOTAL PROJECT AREA ON SECOND FLOOR*	**2,209 SF**

***The project scope includes only work to be performed on a portion of the existing second floor**

OCCUPANCY CLASSIFICATION

OCCUPANCY - SECTION302 OCCUPANCY CLASSIFICATION AND USE DESIGNATION	(GROUP B) - BUSINESS (EXISTING - No Change)
BUSINESS - ***Section 304.1***	**(B)**
STORAGE - ***Section 311.1***	**(S)**

OCCUPANT LOAD CALCULATIONS

TABLE 1004.8 FBC / TABLE 7.3.1.2 NFPA

BUSINESS (B)	1,834 SF / 150G	13 OCCUPANTS
STORAGE (S-2)	375 SF / 200	2 OCCUPANTS
TOTAL		**15 OCCUPANTS**

CLASSIFICATION OF WORK

EXISTING BUILDING - (CHAPTER 6 - 2020 FBC-EXISTING BUILDING)	ALTERATION - LEVEL 2

CONSTRUCTION TYPE

TYPE OF CONSTRUCTION - *Table 601*: **TYPE IV** (Unprotected) (Assumed from Existing Building Drawings)

SPRINKLERED: BUILDING IS PROVIDED WITH AN AUTOMATIC SPRINKLER SYSTEM

HOURLY FIRE RATING	REQUIRED	PROVIDED
PRIMARY STRUCTURAL FRAME	NC	**NC**
BEARING WALLS: EXTERIOR	NC	**NC**
BEARING WALLS: INTERIOR	NC	**NC**
FLOOR CONSTRUCTION & SECONDARY MEMBERS	NC	**NC**
ROOF CONSTRUCTION & SECONDARY MEMBERS	NC	**NC**

GENERAL BUILDING HEIGHTS AND AREAS

	ALLOWED	PROVIDED
MAXIMUM HEIGHT - *Table 504.3*	55'	**40'-0"**
MAXIMUM NO. OF STORIES - *Table 504.4*	5-STORIES	**2-STORIES**
MAXIMUM AREA - *Table 506.2*	34,000 SF	**20,026 GSF**
REQUIRED SEPARATION OF OCCUPANCIES - *Section 508*	**NO SEPARATION REQUIREMENTS** PER FBC 508.2 & 508.3 NON-SEPARATED OCCUPANCIES	

MEANS OF EGRESS

Based on FBC 2020 7th Edition: OCCUPANCY - CH. 3 - CH.10	(B) BUSINESS		(S-2) STORAGE	
	Req'd	**Provided**	Req'd	**Provided**
STAIRWAYS *FBC 1005.3.1*	N/A	**N/A**	N/A	**N/A**
OTHER EGRESS COMPONENTS *FBC 1005.3.2* (B (0.2" PER OCCUPANT): 13(0.2) = 2.6; S-2 (0.2" PER OCCUPANT): 2(0.2) = 0.4)	2.6"	**48" MIN**	0.4"	**48" MIN**
SIZE OF DOORS *FBC 1010.1.1*	32"	**36"**	32"	**36"**
MIN. STAIR WIDTH *FBC 1011.2* (< 50 Occupants = 36" min.; > 50 Occupants = 44" min.)	N/A	**N/A**	N/A	**N/A**
MAX COMMON PATH OF TRAVEL *FBC Table 1006.2.1*	100'	**74'-10"**	100'	**81'-6"**
MAX TRAVEL DISTANCE *FBC Table 1017.2*	300'	**74'-10"**	400'	**81'-6"**
MIN. CORRIDOR WIDTH *FBC Table 1020.2*	44"	**65" MIN**	44"	**65" MIN**
MAX DEAD END *FBC Table 1020.4*	50'	**15'-7"**	50'	**15'-7"**
NUMBER OF EXITS *FBC Table 1006.2.1*	1 (106.21a)	**1**	1 (106.21a)	**1**

FLORIDA FIRE PREVENTION CODE

Based on NFPA (7th Edition) Occupancy - Section 6.1.11

OCCUPANCY - *SECTION 6.1.11*	(B) BUSINESS		(S-2) STORAGE	
	Req'd	**Provided**	Req'd	**Provided**
MAX COMMON PATH OF TRAVEL *NFPA Table A.7.6*	100'	**74'-10"**	100'	**81'-6"**
MAX DEAD END *NFPA Table A.7.6*	50'	**15'-7"**	100'	**15'-7"**
MAX TRAVEL DISTANCE *FBC Table A.7.6*	300'	**74'-10"**	400'	**81'-6"**

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Life Safety Plan

PERMIT SET

A-1.10

FLOOR PLAN LEGEND

- EXISTING WALL OR PARTITION TO REMAIN
- NEW PARTITIONS
- ABOVE
- 107 DOOR TAG, SEE DOOR SCHEDULE A-5.00
- X WINDOW TAG, SEE WINDOW SCHEDULE A-5.00
- X WALL TAG, SEE WALL TYPES A-0.01
- 100 ROOM NUMBER

FLOOR PLAN KEY NOTES

1. EXISTING DOOR TO REMAIN.
2. EXISTING STRUCTURAL MEMBERS TO REMAIN.
3. EXISTING EXTERIOR WINDOW TO REMAIN.
4. TV (SEE A-6.00 FOR MOUNTING) (SEE ELECTRICAL)
5. WORK SURFACE (SEE A-5.00 & A-6.00)

NOTES:

- EXISTING BUILDING ELEMENTS THAT ARE AFFECTED BY DEMOLITION AS A RESULT OF THIS SCOPE OF WORK ARE TO BE PATCHED AND REPAIRED TO MATCH ADJACENT EXISTING CONDITIONS AND FINISHES.
- EXISTING STRUCTURE TO REMAIN, UNLESS NOTED OTHERWISE.
- MAINTAIN EXISTING FIRE RATINGS WHERE APPLICABLE.

CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS

1 Proposed Floor Plan Dimensioned
1/4" = 1'-0"

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Proposed Floor Plan

PERMIT SET

A-1.20

CEILING PLAN LEGEND

CEILING FINISHES GENERAL NOTES:
REFER TO ROOM FINISH SCHEDULE FOR FINISH SPECIFICATIONS, TYP.

A - NEW ARMSTRONG ULTIMA 2X2 LAY-IN ACOUSTICAL CEILING TILE W/ 5/16" SUSPENSION SYSTEM, INSTALL PER ASTM C636

10'-2" → **CEILING HEIGHT IDENTIFICATION TAG NOTE:** CEILING FINISH HEIGHT TAKEN FROM FINISH FLOOR OF SPACE, NOT TOP OF SLAB

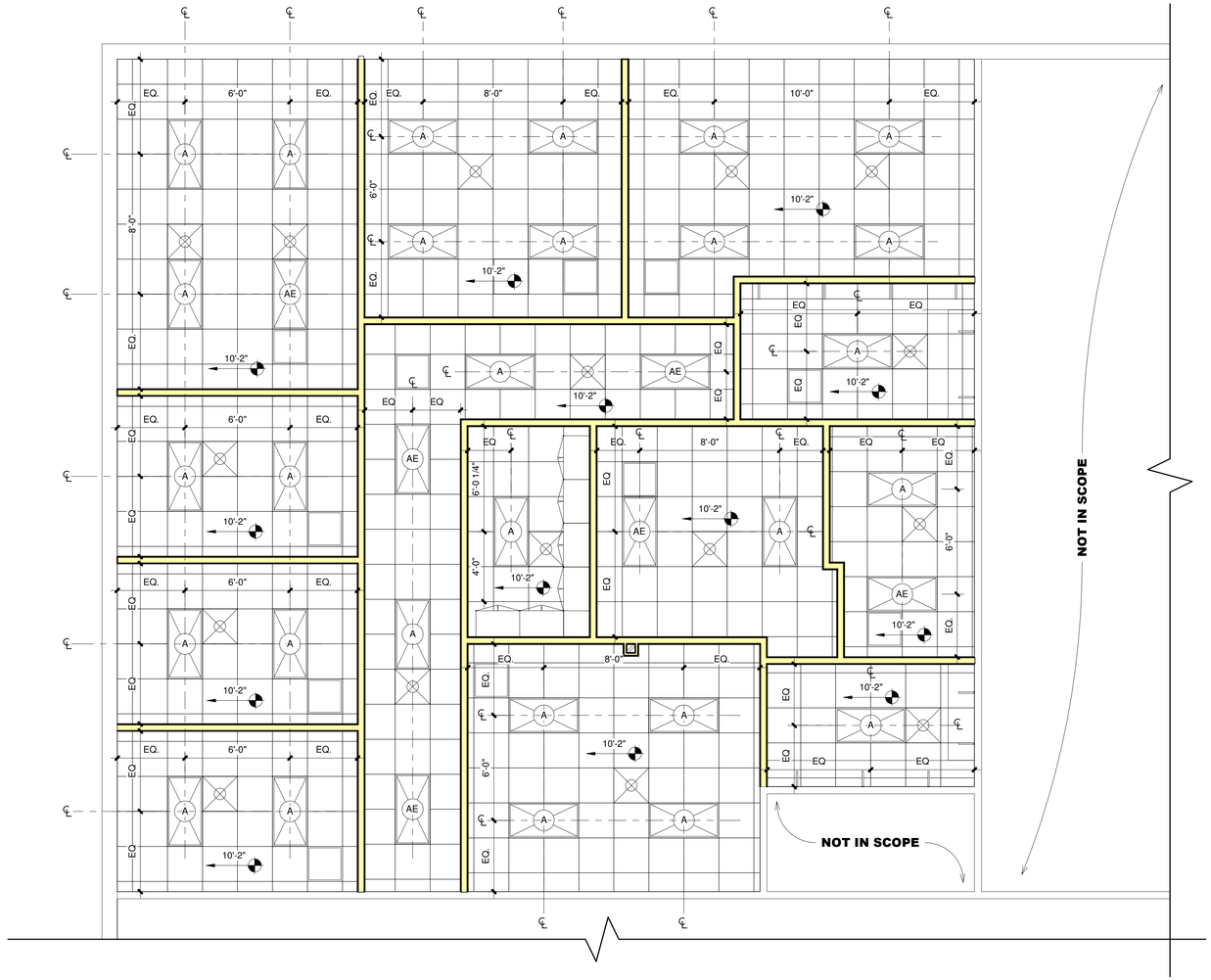
LIGHTING GENERAL NOTES:
REFER TO ELECTRICAL PLANS FOR LIGHTING FIXTURE TYPE SCHEDULE AND SPECIFICATIONS, TYP.
ARCHITECT / OWNER APPROVED EQUIVALENT SUBSTITUTIONS ACCEPTABLE

(A) **A / AE** - 2X4 RECESSED LED LIGHT FIXTURE

CEILING REGISTER (SEE MECHANICAL)

CEILING REGISTER (SEE MECHANICAL)

NOTE:
- REFER TO ELECTRICAL AND MECHANICAL DRAWINGS FOR ALL REQUIREMENTS AND SPECIFICATIONS, TYP.
- CENTER LIGHT FIXTURE WITHIN ROOM / AREA UNLESS NOTED OTHERWISE



1 Proposed Ceiling Plan
1/4" = 1'-0"

NORTH

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Proposed Ceiling Plan

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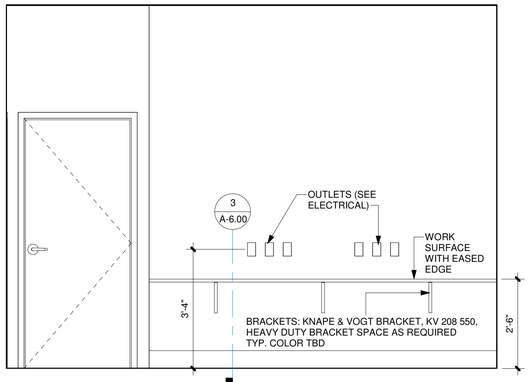
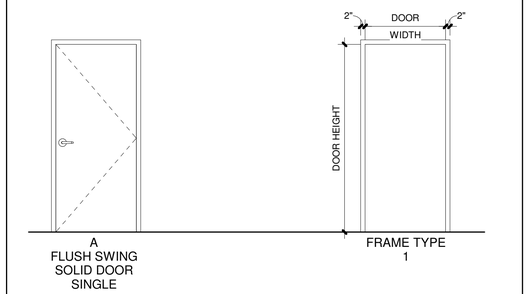
A-1.30



11 IT Work (108) Elevation 2
1/2" = 1'-0"

DOOR AND FRAME TYPES

NOTE: SEE SCHEDULE FOR DOOR WIDTH & HEIGHT, TYP.



DOORS GENERAL NOTES

1. PROVIDE ANSI/BHMA STANDARDS, GRADE 1 (COMMERCIAL) HARDWARE ON ALL INTERIOR DOORS. FINISH AND STYLE SHALL BE SELECTED BY OWNER. ALL HARDWARE TO BE ADA COMPLIANT (INCLUDING THRESHOLDS AND CLOSERS). ALL LOCK HARDWARE TO BE COORDINATED WITH THE OWNER TO MEET KEYING SYSTEM REQUIREMENTS.

2. PROVIDE SHOP DRAWINGS FOR OWNER & ARCHITECT APPROVAL PRIOR TO PURCHASE ORDER AND FABRICATION: DOORS, HARDWARE & CONNECTIONS. PRODUCT APPROVALS SHALL BE INCLUDED IN SHOP DRAWING SUBMITTAL.

3. PROVIDE PRESSURE TREATED WOOD BUCKS WHEN AS REQUIRED IN CONTACT WITH CONCRETE OR CMU. (SEE STRUCTURAL DRAWINGS)

4. BASIS OF DESIGN: (NOTE: ARCHITECT / OWNER APPROVED SUBSTITUTIONS MEETING ALL REQUIREMENTS IS ACCEPTABLE)

4.1 **INTERIOR WOOD DOORS:** 1 3/4" SOLID CORE, STAIN GRADE, WOOD DOORS WITH 16 GAUGE HOLLOW METAL FRAMES.
FRAME COLOR: TO MATCH EXISTING; **DOOR COLOR:** TO MATCH EXISTING

EQUIVALENT SUBSTITUTIONS MAY BE SUBMITTED FOR REVIEW / APPROVAL BY ARCHITECT AND OWNER.

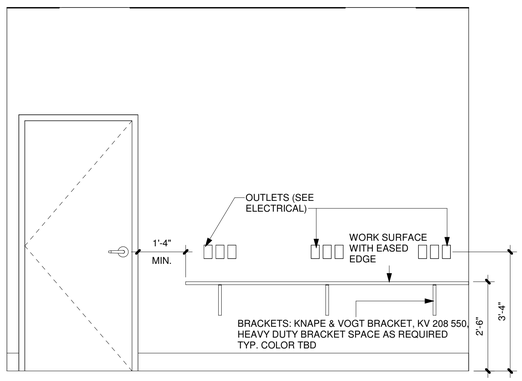
FIELD VERIFY ALL DIMENSIONS & SITE CONDITIONS PRIOR TO ANY FABRICATION & CONSTRUCTION
PROVIDE SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO PURCHASE ORDER AND FABRICATION.

Door Schedule

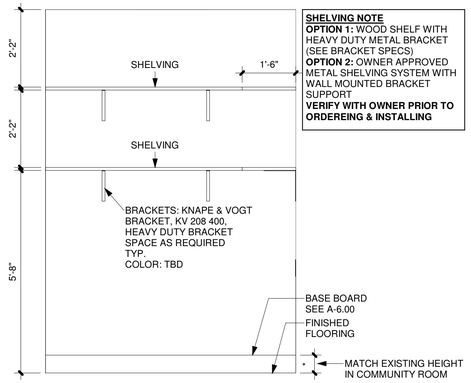
Door #	Door Type	Door Material	Frame Type	Frame Material	Width	Height	Head Detail	Jamb Detail	Sill Detail	Hardware Group	Comments	Quantity
Proposed Ceiling Plan												
100	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
101	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
102	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
103	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
104	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
105	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
106	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
107	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
108	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
109	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
110	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
111	A	WD	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1
EX	F	HM	1	HM	3'-0"	7'-0"	1/A-5.00	2/A-5.00	3/A-5.00	1		1

HARDWARE GROUPS

GROUP #1 (SINGLE SWING DOOR)		GROUP #2 (SINGLE SWING DOOR)	
HN-1	Hinges	HN-1	Hinges
LK-1	Office Lock	LK-4	Storeroom Lock
LV-1	Lever	LV-1	Lever
SR-1	Silencer	SR-1	Silencer
SP-1	Wall Stop	SP-1	Wall Stop
		CR-1	Closer

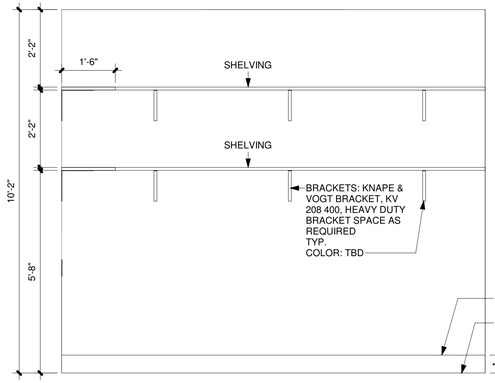


10 IT Work (108) Elevation 1
1/2" = 1'-0"

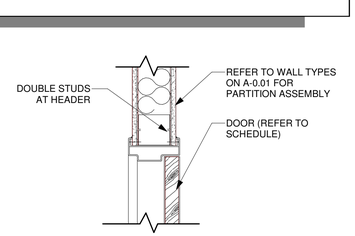


SHELVING NOTE
OPTION 1: WOOD SHELF WITH HEAVY DUTY METAL BRACKET (SEE BRACKET SPECS)
OPTION 2: OWNER APPROVED METAL SHELVING SYSTEM WITH WALL MOUNTED BRACKET SUPPORT
VERIFY WITH OWNER PRIOR TO ORDEREING & INSTALLING

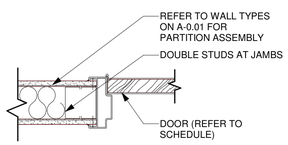
9 Closet (110) Elevation 1
1/2" = 1'-0"



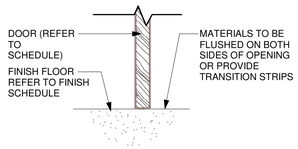
8 Closet (110) Elevation 2
1/2" = 1'-0"



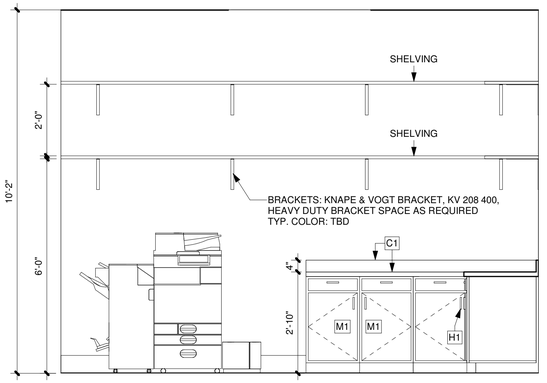
1 Interior Door Head
1 1/2" = 1'-0"



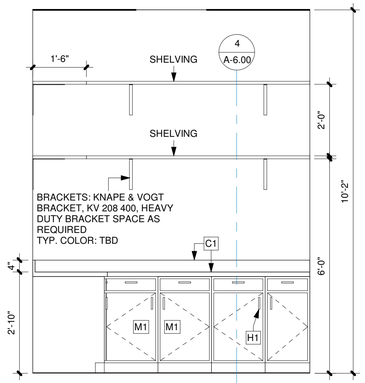
2 Interior Door Jamb
1 1/2" = 1'-0"



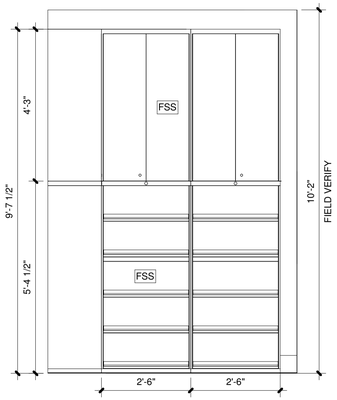
3 Interior Door Sill
1 1/2" = 1'-0"



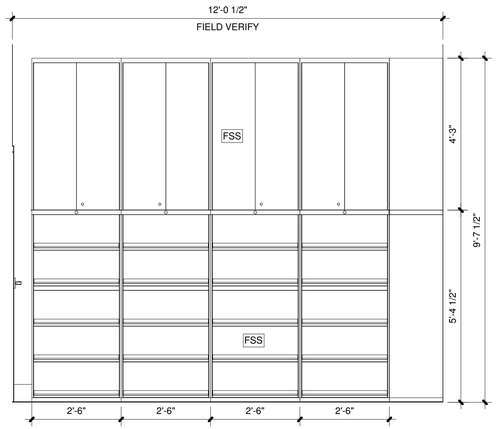
7 Closet (106) Elevation 1
1/2" = 1'-0"



6 Closet (106) Elevation 2
1/2" = 1'-0"



5 Storage (107) Elevation 2
1/2" = 1'-0"



4 Storage (107) Elevation 1
1/2" = 1'-0"

NOTE: VERIFY SCHEDULE QUANTITIES WITH DRAWINGS. WHERE THERE IS A CONFLICT, QUANTITIES SHOWN IN DRAWINGS TAKE PRECEDENT.

REG
Architects
Interiors
Planners
CORP# AA0002447

Est. 1988

Rick Gonzalez, AIA
President
FL License AR0014172
120 South Olive Ave. Ste. 210,
West Palm Beach, FL 33401
P (561) 659-2383
www.regarchitects.com

Village of Palm Springs - Flexspace

226 Cypress Lane, Palm Springs, FL 33461

No:	Date:	Description:

DATE:	10/06/21
DESIGNER:	REG
MODELED:	FD/MW
CHECKED:	FD/REG
REG PROJECT #:	19007.2

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Interior Elevations & Door Schedule

PERMIT SET

A-5.00

Interior Room Tag - Key

Room Name/Number	
Floor	Wall
Ceiling	Base

WPT: Wall Paint
WB: Wood Wall Base
LVT: Luxury Vinyl Plank
CT: Ceiling Tile

FINISH SPECIFICATIONS

(LVT) LUXURY VINYL PLANK:
TO MATCH EXISTING FLOOR IN COMMUNITY ROOM

(WB) WALL BASE:
PAINTED WOOD BASE. STYLE# 151: 5-1/4" X 9/16"
FJT PINE PRIMED BASEBOARD
MANUFACTURER: BLUMER & STANTON
PAINT COLOR: WHITE

(CT) CEILING TILE:
SEE A-1.40 CEILING PLAN FOR LOCATION & SPECIFICATIONS

(WPT) WALL PAINT:
SHERWIN WILLIAMS SW7009 PEARLY WHITE
(NO VOC) FLAT FINISH
(SEE FINISH PLAN FOR LOCATION)

MILLWORK SPECIFICATIONS
(C-1) COUNTERTOP:
CORIAN SOLID SURFACE (AURORA)

(M-1) CABINETRY LAMINATE:
FORMICA 6206-43 PLANKED DELUXE PEAR

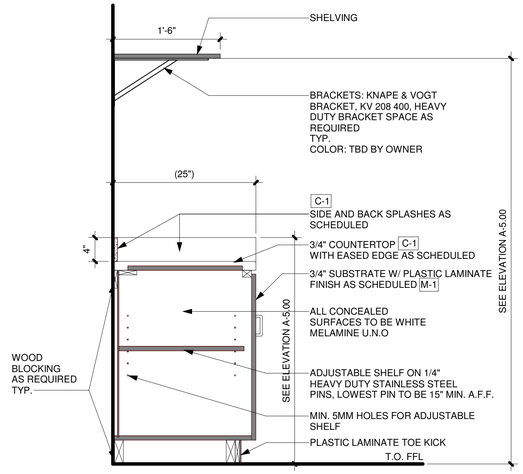
(H-1) CABINET HARDWARE:
EMTEK – JASPER PULL C-TO-C 4"
WARWICK MODERN RECTANGULAR COLLECTION
FINISH: SATIN NICKEL
Product Code: 86705US15

(FSS) FILES STORAGE SYSTEM:
KNOLL
FILES & STORAGE SYSTEM
MODEL: CALIBRE
LATERAL FILE STORAGE (5 DRAWERS) (36" WIDE)
WITH CABINET ADD ON
COLOR: TBD

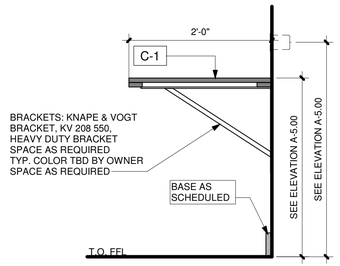
NOTE: SEE A-5.00 FOR DOOR & DOOR FRAME FINISH SPECIFICATIONS

1 **Finish Plan**
1/4" = 1'-0"

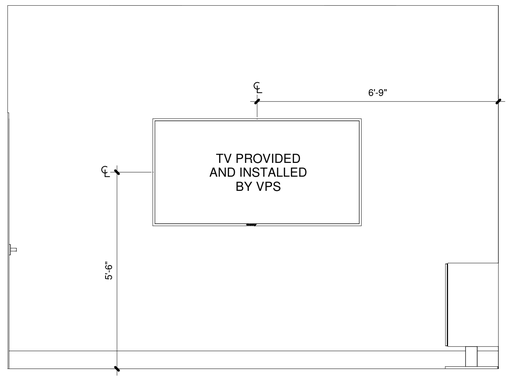
SHELVING NOTE
OPTION 1: WOOD SHELF WITH HEAVY DUTY METAL BRACKET (SEE BRACKET SPECS)
OPTION 2: OWNER APPROVED METAL SHELVING SYSTEM WITH WALL MOUNTED BRACKET SUPPORT
VERIFY WITH OWNER PRIOR TO ORDEREING & INSTALLING



4 **Base Cabinet Detail TYP.**
1" = 1'-0"



3 **Desk Section Detail TYP.**
1" = 1'-0"



2 **Conf.Rm (103) Elevation 1**
1/2" = 1'-0"

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Architects
Interiors
Planners
CORP# AA0002447
Est. 1988
Rick Gonzalez, AIA
President
FL License AR0014172
120 South Olive Ave. Ste. 210,
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P (561) 659-2383
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No: Date: Description:

DATE:	10/06/21
DESIGNER:	REG
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REG PROJECT #:	19007.2

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Finish Plan

PERMIT SET

A-6.00

MECHANICAL PROJECT INFORMATION

PROJECT LOCATION	PALM SPRINGS ,FL
PROJECT ALTITUDE	19 FEET ABOVE SEA LEVEL
SUMMER DESIGN TEMPERATURE (DB/WB)	90.4°F / 77.7°F
WINTER DESIGN TEMPERATURE (DB/WB)	52°F
SUMMER ROOM DESIGN TEMPERATURE	75°F DB - 50% HUMIDITY REQUIREMENT
WINTER ROOM DESIGN TEMPERATURE	70°F DB - NO HUMIDITY REQUIREMENT

GENERAL MECHANICAL SYMBOLS

- REVISION NUMBER - SHOWN ON PLANS
- POINT WHERE NEW CONNECTS TO EXISTING
- NUMBER OF DETAIL ON SHEET
- NUMBER OF SHEET WHERE DETAIL APPEARS
- KEYNOTE
- CONTINUATION SYMBOL
- ROOM NAME AND NUMBER (Room 3)
- ITEM TO BE DEMOLISHED
- AREA NOT IN CONTRACT
- 2" — PIPE SIZE TAG (DIAMETER)
- ABOVE GROUND PIPING
- 1/8" / 12" SLOPE — PIPE SLOPE TAG
- BELOW GROUND PIPING
- INVERT: -10' - 1" — PIPE INVERT ELEVATION TAG
- (E) — EXISTING PIPE TAG
- PIPING BEING DEMOLISHED

PIPING SYMBOLS

CHWR	CHILLED WATER RETURN
CHWS	CHILLED WATER SUPPLY
CWR	CONDENSER WATER RETURN
CWS	CONDENSER WATER SUPPLY
HWR	HEATING WATER RETURN
HWS	HEATING WATER SUPPLY
REF-L	REFRIGERANT-LIQUID
REF-S	REFRIGERANT-SUCTION
REF-HG	REFRIGERANT-HOT GAS
STM	STEAM
CDR	CONDENSATE RETURN

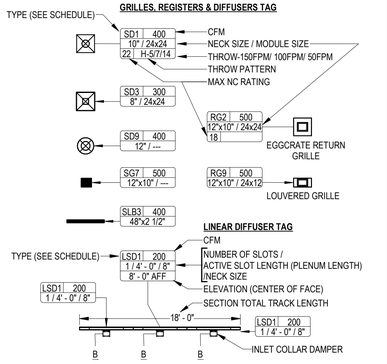
CURRENT CODE STANDARDS

FLORIDA BUILDING CODE EDITIONS: YEAR 2020

HVAC SYMBOLS

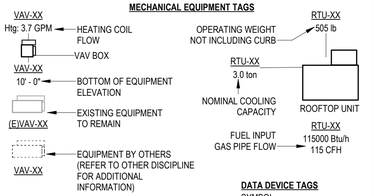
- 16"x8" — SQUARE DUCT SIZE TAG (WIDTH x HEIGHT)
- 16"/8" — OVAL DUCT SIZE TAG (WIDTH / HEIGHT)
- 16"Ø — ROUND DUCT SIZE TAG (DIAMETER)
- (E) — EXISTING DUCT TAG
- DUCT BEING DEMOLISHED
- S/A — S/A 7
- S-O/A — S-O/A 2
- O/A — O/A 2
- R/A — R/A 8
- T/A — T/A 2
- E/A — E/A 8
- L/A — L/A 2
- GE/A — GE/A 2
- SE/A — SE/A 2
- FLUE — FLUE 2
- C/A — C/A 2
- DROP — RECTANGULAR SUPPLY/OUTSIDE AIR DUCT RISE
- DROP — ROUND SUPPLY/OUTSIDE AIR DUCT RISE
- DROP — RECTANGULAR RETURN/TRANSFER AIR DUCT RISE
- DROP — ROUND RETURN/TRANSFER AIR DUCT RISE
- DROP — RECTANGULAR EXHAUST/RELIEF AIR DUCT RISE
- DROP — ROUND EXHAUST/RELIEF AIR DUCT RISE

GRILLES, REGISTERS & DIFFUSERS TAG

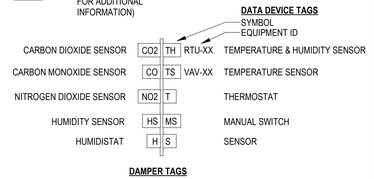


LINEAR DIFFUSER TAG

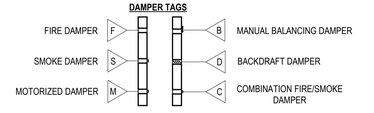
MECHANICAL EQUIPMENT TAGS



DATA DEVICE TAGS



DAMPER TAGS



ABBREVIATIONS

Ø	ROUND	LVR	LOUVER
ABV	ABOVE	LWT	LEAVING WATER TEMPERATURE
AC	AIR CONDITIONING	M/A	MIXED AIR
AD	AREA DRAIN	MAX	MAXIMUM
ADD	ADDENDUM	MBH	ONE THOUSAND BTU PER HOUR
AFF	ABOVE FINISHED FLOOR	MCF	ONE THOUSAND CUBIC FEET
AFUE	ANNUAL FUEL UTILIZATION EFFICIENCY	MD	MOTORIZED DAMPER
ALT	ALTERNATE	MECH	MECHANICAL
AP	ACCESS PANEL	MFR	MANUFACTURER
ARCH	ARCHITECT/ARCHITECTURAL	MIN	MINIMUM
BFF	BELOW FINISHED FLOOR	MISC	MISCELLANEOUS
BLW	BELOW	MTR	MOTOR
BTU	BRITISH THERMAL UNITS	MU/A	MAKE-UP/AIR
BTUH	BRITISH THERMAL UNITS PER HOUR	NC	NOISE CRITERIA
CAP	CAPACITY	NC	NORMALLY CLOSED
CB	CATCH BASIN	NIC	NOT IN CONTRACT
CFM	CUBIC FEET PER MINUTE	NO	NUMBER
CLG	CEILING	NO	NORMALLY OPEN
CO	CLEAN OUT	NTS	NOT TO SCALE
CW	COLD WATER	O	OXYGEN
D	DEGREE	O/A	OUTSIDE AIR
DB	DRY BULB	ORD	OVERFLOW ROOF DRAIN
DIA	DIAMETER	PD	PRESSURE DROP
DN	DOWN	PIV	POST INDICATOR VALVE
DW	DISTILLED WATER	PLBG	PLUMBING
EA	EACH	PRESS	PRESSURE
EAT	ENTERING AIR TEMPERATURE	PRV	PRESSURE REDUCING VALVE
ELEC	ELECTRICAL	PSI	POUNDS PER SQUARE INCH
EQUIP	EQUIPMENT	PSIG	POUNDS PER SQUARE INCH GAUGE
EWC	ELECTRIC WATER COOLER	PWR	POWER
EWT	ENTERING WATER TEMPERATURE	R	DUCT RISER
E/A	EXHAUST AIR	R/A	RETURN AIR
EXIST	EXISTING	RCP	RADIANT CEILING PANEL
F	DEGREES FAHRENHEIT	RD	ROOF DRAIN
FCO	FLOOR CLEAN OUT	REC	RECESSED
FD	FLOOR DRAIN	RED	REDUCER
FD	FIRE DAMPER	RH	RELATIVE HUMIDITY
FDV	FIRE DEPARTMENT VALVE	RL/A	RELIEF AIR
FL	FLOOR	RM	ROOM
FO	FUEL OIL	RPM	REVOLUTIONS PER MINUTE
FOV	FUEL OIL VENT	RW	RAIN WATER
FOR	FUEL OIL RETURN	SF	SQUARE FOOT
FOS	FUEL OIL SUPPLY	S/A	SUPPLY AIR
FPM	FEET PER MINUTE	SAN	SANITARY
FS	FLOOR SINK	SF	SQUARE FOOT
FT	FOOT/FEET	SD	SMOKE DAMPER
FTR	FIN TUBE RADIATION	SM	SURFACE MOUNT
GAL	GALLON	SP	STANDPIPE
GC	GENERAL CONTRACTOR	SP	STATIC PRESSURE
GPM	GALLONS PER MINUTE	STM	STEAM
GW	GREASE WASTE	T	THERMOSTAT
HB	HOSE BIB	TD	TEMPERATURE DROP
HP	HORSE POWER	TDR	TRENCH DRAIN
HTG	HEATING	TEMP	TEMPERATURE
HTR	HEATER	TYP	TYPICAL
HW	HOT WATER	UG	UNDERGROUND
HYD	HYDRANT	VAC	VACUUM
ID	INDIRECT	V	VENT
IN	INCH	VAV	VARIABLE AIR VOLUME
INV	INVERT	VENT	VENTILATION
LB	POUND	VTR	VENT THROUGH ROOF
LB/HR	POUNDS PER HOUR	W	WASTE
LAT	LEAVING AIR TEMPERATURE	WB	WET BULB
LP	LOW PRESSURE	WCO	WALL CLEAN OUT
LPG	LIQUEFIED PETROLEUM GAS	WH	WALL HYDRANT

EQUIPMENT ABBREVIATIONS

AC	AIR CONDITIONING UNIT	EWH	ELECTRIC WATER HEATER
ACC	AIR COOLED CONDENSER	FCU	FAN COIL UNIT
ACCU	AIR COOLING CONDENSING UNIT	FP	FIRE PUMP
AHU	AIR HANDLING UNIT	GI	GREASE INTERCEPTOR
AS	AIR SEPARATOR	GRV	GRAVITY ROOF VENTILATOR
B	BOILER	HWP	HEATING WATER PUMP
CH	CHILLER	HX	HEAT EXCHANGER
CT	COOLING TOWER	HRU	HEAT RECOVERY UNIT
CUH	CABINET UNIT HEATER	PRV	POWER ROOF VENTILATOR
CWP	CONDENSER WATER PUMP	RE	RETURN/EXHAUST FAN
CHWP	CHILLED WATER PUMP	RTU	ROOFTOP UNIT
DBP	DOMESTIC WATER BOOSTER PUMP	SEP	SEWAGE EJECTOR PUMP
DC	DUCT MOUNTED COIL	SF	SUPPLY FAN
DCP	DOMESTIC WATER CIRCULATING PUMP	SP	SUMP PUMP
EF	EXHAUST FAN	UH	UNIT HEATER
EDC	ELECTRIC DUCT COIL	WH	WATER HEATER
ET	EXPANSION TANK		

HVAC GENERAL NOTES

1 ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND STANDARDS.
2 PRIME CONTRACTOR IS RESPONSIBLE TO HAVE LICENSED AND QUALIFIED SUBCONTRACTORS PERFORMING ALL WORK.
3 ALL WORK SHALL BE CONSTRUCTED TO MEET THE PHASING REQUIREMENTS OF THE PROJECT AS OUTLINED IN THE DRAWINGS AND SPECIFICATIONS, OR AS DICTATED BY THE OWNER AND/OR ARCHITECT.
4 PRIOR TO BID, CHECK LEAD TIMES OF ALL EQUIPMENT IN THE PROJECT. IF NECESSARY TO MEET THE PROJECT SCHEDULE, BID SHALL INCLUDE THE COST TO ACCELERATE DELIVERY OF CRITICAL MATERIALS AND EQUIPMENT. ALLOW TIME FOR NORMAL SHOP DRAWING PREPARATION AND REVIEW.
5 CONTRACTOR SHALL NOT CONCEAL ANY WORK UNTIL INSPECTED BY MECHANICAL INSPECTOR. CONTRACTOR SHALL NOTIFY ENGINEER OF A SCHEDULED INSPECTION TIME WITHIN 72 HOURS. GENERAL CONTRACTOR SHALL NOT CONCEAL WORK UNTIL APPROVED, REGARDLESS OF SCHEDULE.
6 ALL CHANGES MADE IN THE FIELD SHALL BE RECORDED BY THE CONTRACTOR(S) ON AS-BUILT DRAWINGS, SHOP DRAWINGS AND MAITENANCE MANUALS IN A CLEAR AND PRECISE MANNER.
7 DRAWINGS ARE DIAGRAMMATIC IN NATURE. COORDINATE EXACT LOCATION OF ALL EQUIPMENT MOUNTED IN CEILING CAVITY SO ALL SERVICEABLE COMPONENTS CAN BE EASILY ACCESSED BY REMOVING CEILING TILES ONLY. REMOVAL OR RELOCATION OF LIGHTING FIXTURES FOR SERVICE ACCESS IS NOT ACCEPTABLE. THE CONTRACTOR SHALL REINSTALL EQUIPMENT THAT HAS INADEQUATE OR UNSAFE ACCESSIBILITY. LOCATE ALL EQUIPMENT WITH MANUFACTURER RECOMMENDED ACCESS FOR OPERATION AND MAINTENANCE.
8 PROVIDE ACCESS PANELS IN DUCTWORK, WALLS AND CEILINGS WHERE REQUIRED FOR OPERATION, BALANCING, INSPECTION AND MAINTENANCE OF ALL EQUIPMENT.
9 CONTRACTOR SHALL PROVIDE SHOP DRAWINGS PRIOR TO PROCURING OR INSTALLING EQUIPMENT AND SYSTEMS INDICATED ON CONTRACT DOCUMENTS. SUBMIT IN STRICT ACCORDANCE WITH THE SPECIFICATIONS. PRIOR TO SUBMITTAL, CONTRACTOR SHALL VERIFY THAT ADEQUATE SPACE EXISTS FOR THE SUBMITTED EQUIPMENT. SHOP DRAWINGS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR, ENGINEER AND ARCHITECT.
10 PRIOR TO BID, COORDINATE ALL MECHANICAL WORK WITH ELECTRICAL WORK AND OTHER TRADES. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
11 THE SIZE, LOCATION, WEIGHT, ELECTRICAL REQUIREMENTS AND SERVICE CLEARANCES OF EQUIPMENT INSTALLED BY MECHANICAL SHALL BE COORDINATED WITH ALL OTHER TRADES.
12 WHERE CROWDED LOCATIONS EXIST OR WHERE THERE IS A POSSIBILITY OF CONFLICT BETWEEN TRADES, CONTRACTOR SHALL MAKE COMPOSITE DRAWINGS SHOWING THE EXACT LOCATION OF PIPES, DUCTS, CONDUIT AND EQUIPMENT. DRAWINGS SHALL BE BASED ON FIELD MEASUREMENTS AND, AFTER CONSULTATION AND AGREEMENT BETWEEN THE TRADES, SHALL BE REVIEWED BY THE ENGINEER PRIOR TO INSTALLATION OF THE WORK.
13 MECHANICAL CONTRACTOR SHALL COORDINATE WITH ARCHITECT AND GENERAL CONTRACTOR THE REQUIREMENTS FOR STRUCTURAL SUPPORTS AND FRAMING FOR ALL MECHANICAL EQUIPMENT AND SYSTEMS. MECHANICAL AND GENERAL CONTRACTOR SHALL COORDINATE FABRICATION AND INSTALLATION OF ALL STRUCTURAL SUPPORTS AND FRAMING. MECHANICAL CONTRACTOR SHALL ALL NECESSARY STRUCTURAL SUPPORTS AND FRAMING FOR SUPPORT OF NEW DUCTWORK, PIPING AND MECHANICAL EQUIPMENT. PROVIDE SUPPORTS AS REQUIRED TO PROVIDE A VIBRATION-FREE, RIGID INSTALLATION.
14 NOTIFY ENGINEER OF ANY CONFLICTS PRIOR TO PURCHASING EQUIPMENT AND PRIOR TO CUTTING OPENINGS.
15 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED BY OTHER TRADES DUE TO SUBSTITUTION OF OTHER THAN SCHEDULED EQUIPMENT. WHEN EQUIPMENT FURNISHED IS DIFFERENT THAN INDICATED, THE COST OF ADDITIONAL ELECTRICAL SERVICE, STRUCTURAL AND RELATED WORK SHALL BE PAID BY THIS CONTRACTOR.
16 SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND ALL REQUIREMENTS NOT INDICATED ON THE DRAWINGS. IF THERE ARE ANY APPARENT CONFLICTS BETWEEN THE SPECIFICATIONS, DRAWINGS AND CODE REQUIREMENTS, THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
17 ALL EQUIPMENT, PIPING AND VALVES SHALL HAVE IDENTIFICATION LABELS AND TAGS PER SPECIFICATIONS AND AS INDICATED.
18 ALL BARE METAL SURFACES SHALL BE PRIMED AND PAINTED TO PREVENT ANY RUST, INCLUDING, BUT NOT LIMITED TO, ANGLE FRAMING, UNIT SUPPORTS, MOUNTING HARDWARE, ETC.
19 LOCATE THERMOSTATS, TEMPERATURE SENSORS, HUMIDISTATS, AND HUMIDITY SENSORS AT 48" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE. COORDINATE LOCATIONS WITH OTHER EQUIPMENT, FURNITURE, AND DOOR SWINGS.
20 CONTRACTOR SHALL PROVIDE 4" THICK REINFORCED CONCRETE PADS FOR ALL INTERIOR SLAB-MOUNTED EQUIPMENT. ALL OUTDOOR EQUIPMENT SHALL BE MOUNTED ON MINIMUM 6" THICK REINFORCED CONCRETE PADS ON GRADE. ALL PADS SHALL EXTEND 6" BEYOND EACH SIDE OF EQUIPMENT.
21 CONNECTION TO EQUIPMENT SHALL BE VERIFIED WITH MANUFACTURER'S CERTIFIED DRAWINGS. TRANSITIONS TO ALL EQUIPMENT SHALL BE VERIFIED AND PROVIDED FOR EQUIPMENT FURNISHED.
22 INTERRUPTIONS TO EXISTING SERVICES SHALL BE SCHEDULED WITH THE OWNER, AND SHALL NOT BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER'S REPRESENTATIVE AND PROPER COORDINATION WITH OTHER TRADES. PRE-WORK SHALL BE PERFORMED TO MAKE THE SHUTDOWN PERIOD AS BRIEF AS POSSIBLE.
23 CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE, STORE, AND REINSTALL/REPAIR CEILING SYSTEM(S) AS REQUIRED TO PERFORM THE REQUIRED WORK. CONTRACTOR SHALL REPLACE ANY DAMAGED LAY-IN CEILING SYSTEM COMPONENTS (MATCHING EXISTING), INCLUDING STAINED TILES, PRIOR TO REINSTALLATION. REPAIR ANY DISTURBED HARD (NON LAY-IN) CEILINGS TO MATCH EXISTING.
24 ANY FIELD MODIFICATION(S) DEVIATING FROM DESIGN DOCUMENTS REQUIRING REVIEW OR APPROVAL BY THE ENGINEER SHALL BE DONE SO PRIOR TO PREFORMING THE WORK WITH A FORMAL RFI. FAILURE TO DO SO WILL INCUR AN ADDITIONAL FEE TO BE PAID BY THE CONTRACTOR TO THE ENGINEER FOR TIME REQUIRED TO EVALUATE FIELD MODIFCATION(S).
25 ALL MATERIALS AND EQUIPMENT INSTALLED IN RETURN AIR PLENUMS SHALL BE NON-COMBUSTIBLE WITH A FLAME AND SMOKE INDEX NOT TO EXCEED 25/50, ASTM E136 COMPLIANT AND UL 1709 APPROVED FOR USE IN A RETURN AIR PLENUM SPACE. ALL WIRING SHALL BE NON-COMBUSTIBLE OR SHALL BE ENCLOSED IN METAL CONDUIT OR PROTECTED BY A SHEET METAL COVER SECURED WITH METAL FASTENERS.
26 TEST AND BALANCE ALL NEW AND EXISTING AIR AND HYDRONIC DEVICES, SYSTEMS AND EQUIPMENT IN AFFECTED SYSTEMS.
27 SUPPLY AND RETURN DUCTWORK SHOWN ON PLANS WITH SOLID AND DASHED LINE (SEE LEGEND) SHALL BE ACOUSTICAL DOUBLE-WALL PREINSULATED DUCTWORK AND SHALL CONTINUE BACK TO AHU CONNECTIONS.
28 COORDINATE DIFFUSER, GRILLE AND REGISTER LOCATIONS, WITH ARCHITECTURAL REFLECTED CEILING PLANS AND EQUIPMENT OF ALL TRADES.
29 COORDINATE WITH GENERAL CONTRACTOR FOR ALL CONDENSATE DRAIN LINE LOCATIONS. TRAPPED CONDENSATE DRAINS FROM ALL COOLING EQUIPMENT SHALL BE PROVIDED FOR PROPER DRAINAGE, TO SUIT EQUIPMENT FURNISHED. SEE CONDENSATE TRAP DETAILS.
30 PROVIDE AN AUXILIARY DRAIN PAN AND DRAIN LINE UNDER ALL AIR HANDLING UNITS OR FAN COIL UNITS LOCATED ABOVE THE CEILING. SECONDARY DRAIN LINE SHALL RUN TO READILY VISIBLE LOCATION OR PROVIDE FLOAT SWITCH TO SHUT DOWN UNIT.
31 DUCT SIZES AND ALL OPENINGS THROUGH BUILDING CONSTRUCTION SHALL SUIT EQUIPMENT FURNISHED.
32 DAMPERS AND INSIDE OF DUCTS VISIBLE THROUGH GRILLES, REGISTERS AND DIFFUSERS SHALL BE PAINTED FLAT BLACK.
33 ALL DUCTWORK IS SHOWN SCHEMATICALLY. PROVIDE ALL TRANSITIONS, TURNING VANES, ELBOWS, FITTINGS, ETC., TO ALLOW SMOOTH FLOWS. ALL SPLIT DUCT FITTINGS SHALL TRANSITION TO FULL SIZE OF THE SUM OF BOTH BRANCHES UPSTREAM OF SPLIT.
34 VERIFY FINISH WITH ARCHITECT PRIOR TO PURCHASING GRILLES, REGISTERS, DIFFUSERS, LOUVERS AND OTHER AIR DISTRIBUTION DEVICES.
35 DUCT RUNOUTS TO DIFFUSERS SHALL MATCH THE SIZE OF THE DIFFUSER NECK.
36 MAINTAIN 6" CLEARANCE BETWEEN DUCTWORK, PIPING, EQUIPMENT, ETC., AND ALL FIRE, SMOKE AND FIRE/SMOKE RATED PARTITIONS, TO ALLOW FOR INSPECTIONS OF RATED WALLS
37 LOCATE ALL OUTSIDE AIR INTAKES A MINIMUM OF 10'-0" CLEAR FROM ALL PLUMBING VENTS AND EXHAUST AIR DISCHARGE LOCATIONS. LOWEST POINT OF EACH OUTSIDE AIR INTAKE ON ROOF SHALL BE A MINIMUM OF 24" ABOVE ROOF, PAVEMENT OR GRADE.
38 ALL DUCTS SHALL BE CONSTRUCTED AND SUPPORTED (AS A MINIMUM) AS SPECIFIED IN THE SMACNA "HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE", LATEST EDITION. MORE STRINGENT REQUIREMENTS OF THESE DRAWINGS AND/OR SPECIFICATIONS SHALL PREVAIL.
39 LOW PRESSURE SUPPLY AIR, RETURN AIR, TRANSFER AIR, OUTDOOR AIR AND EXHAUST AIR (NON-GREASE, NON-CORROSIVE) DUCTS SHALL BE CONSTRUCTED OF G90 (SINGLE-WALL) GALVANIZED STEEL UNLESS NOTED OTHERWISE. (+/- 2" PRESSURE CLASS UNLESS SPECIFIED OR NOTED OTHERWISE.).

HVAC GENERAL NOTES

40 FLEXIBLE DUCT SHALL BE PROVIDED WHERE INDICATED ON DRAWINGS. ALL FLEXIBLE DUCT SHALL BE SUITABLE FOR THE SERVICE INTENDED. NO LENGTH OF FLEXIBLE DUCT SHALL TURN MORE THAN A TOTAL OF 180 DEGREES OR EXCEED A MAXIMUM LENGTH OF 8 FEET. FLEXIBLE DUCT SHALL ONLY BE USED IN CONCEALED SPACES (ABOVE CEILINGS) AND NOT PASS THROUGH ANY WALL, FLOOR OR CEILING.
41 ALL HORIZONTAL SUSPENDED RECTANGULAR DUCTS SHALL BE SUPPORTED WITH GALVANIZED STEEL TRAPEZE HANGERS UNDER BOTTOM OF DUCTS. SECURELY FASTEN SUPPORTS TO THE BUILDING CONSTRUCTION IN AN APPROVED MANNER. RECTANGULAR DUCTS EIGHTEEN (18) INCHES OR LESS IN WIDTH MAY BE SUPPORTED WITH GALVANIZED STEEL STRAP HANGERS AROUND SIDES AND BOTTOM OF DUCTS IN LIEU OF TRAPEZE HANGERS.
42 ROUND AND OVAL DUCT SHALL BE SUPPORTED AS SHOWN ON THE DRAWINGS OR AS RECOMMENDED BY SMACNA MANUAL.
43 NO CEILINGS, PIPING OR EQUIPMENT SHALL BE SUPPORTED FROM THE DUCTWORK OR DUCT HANGERS.
44 THE DUCT SEALING MATERIAL SHALL BE OF LIQUID, MASTIC AND GASKET TYPES AND APPLIED PER THE MANUFACTURER'S WRITTEN RECOMMENDATIONS.
45 INSULATION FOR DUCTWORK (SA, RA, EA AND OA): INTERIOR DUCTS LOCATED BELOW ROOF INSULATION SHALL BE INSULATED TO A MINIMUM INSTALLED R-VALUE OF R-4.2. DUCTS LOCATED IN ATTIC SPACES SHALL BE INSULATED TO A MINIMUM INSTALLED R-VALUE OF R-6. EXTERIOR DUCTS SHALL BE INSULATED TO A MINIMUM INSTALLED R-VALUE OF R-8. DUCT INSULATION SHALL MEET ALL OF THE CRITERIA PRESCRIBED IN FBC-MECHANICAL SECTION 604 AND FBC-ENERGY SECTION C403.2.9.1.
46 ALL HORIZONTAL OR VERTICAL DUCT BENDS AND ANGLED TURNS OF DUCTWORK SHALL BE RADIUSED ELBOWS WHEREEVER POSSIBLE. WHERE A RADIUS ELBOW WILL NOT FIT, MITERED ELBOWS IN EXCESS OF 45° SHALL HAVE TURNING VANES INSTALLED.
47 BEVELED TAKE-OFFS AND DAMPERS SHALL BE INSTALLED IN ALL BRANCH DUCTWORK LEADING FROM THE MAIN TRUNK LINES.
48 DUCT SIZES SHOWN ARE MINIMUM CLEAR INSIDE DIMENSIONS.
49 ANY LOW PRESSURE SUPPLY, RETURN, VENTILATION OR GENERAL EXHAUST AIR DUCT ON PLANS NOT INDICATED BY SIZE OR REQUIRING RESIZING DUE TO FIELD CONDITIONS SHALL BE SIZED BY CONTRACTOR PER THE TRANE 'DUCTULATOR' AT 0.08 IN. WATER/100 FT. OF DUCT STATIC PRESSURE.
50 THESE DOCUMENTS ARE PREPARED IN PART WITH AS-BUILT DRAWINGS, NON-INVASIVE FIELD SURVEYS AND INFORMATION PROVIDED BY OTHERS. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL EXISTING CONDITIONS FOR ANY DEVIATIONS THAT WOULD IMPACT THE INTENDED DESIGN PRIOR TO BID AND INSTALLATION. FAILURE TO DO SO SHALL RESULT IN THE CONTRACTOR CORRECTING THE INSTALLATION AT NO ADDITIONAL COST TO OTHERS.
51 CONTRACTOR TO PROVIDE SUBMITTALS FOR ALL EQUIPMENT TO ENGINEER PRIOR TO PROCUREMENT, PURCHASING OR INSTALLATION FOR REVIEW. REVIEWED SUBMITTALS SHALL BE RETAINED AND PROVIDED TO LOCAL AHJ TO SHOW COMPLIANCE WITH DESIGN DOCUMENTS.
52 ANCHORING DETAILS AND WIND LOAD CALCULATIONS ARE A DEFERRED SUBMITTAL TO BE PROVIDED BY CONTRACTOR TO LOCAL AHJ PRIOR TO INSTALLATION OF EQUIPMENT.
53 CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS & TESTS.
54 ALL DUCTWORK SIZES ARE NET INSIDE DIMENSIONS.
55 ALL DUCT WORK SHALL BE SUPPORTED AT INTERVALS OF 5 FEET AS SPECIFIED BY FMC 2020.
56 MECHANICAL CONTRACTOR TO COORDINATE DUCT LAYOUT AND DIMENSIONS WITH FIELD VERIFIED ROOF JOIST LOCATIONS, STRUCTURAL OPENINGS AND OTHER TRADES PRIOR TO THE FABRICATION OF ANY DUCTWORK. ENGINEER OF RECORD TO BE CONTACTED IF ANY CONDITION MAY HINDER INSTALL.
57 DIFFUSER TO BE INSTALLED WITH SYMMETRY IN ACCORDANCE WITH LIGHTING LAYOUT DESIGN. DIFFUSERS SHALL NOT BE OFF CENTER OR ALIGNMENT.
58 ADJUST CEILING DIFFUSERS TO FIT BETWEEN ROOF/FLOOR JOISTS.
59 ALL MECHANICAL DUCTWORK TO BE GALVANIZED SHEET METAL. WITH R-6 DUCTWRAP INSULATION.
60 PROVIDE ACCESS PANEL TO ALL FIRE/SMOKE, FIRE AND BALANCE DAMPER.
61 MECHANICAL CONTRACTOR TO COORDINATE ROUTE AND LOCATION OF DUCTWORK.
62 SIZE REFRIGERATION PIPE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS. SIZE INSULATION PER ENERGY CODE.

MECHANICAL SHEET INDEX

M000 MECHANICAL COVER SHEET
M301 MECHANICAL LEVEL 2 FLOOR PLAN
M701 MECHANICAL DETAILS
M801 MECHANICAL SCHEDULES

* NOTE *
ALL OF GENERAL NOTES ON THIS SHEET ARE TO BE APPLIED TO ALL OTHER DRAWINGS IN THIS SET.THE SYMBOLS AND ABBREVIATIONS SHOWN ON THIS SHEET MAY OR MAY NOT BE USED IN THIS SET OF DRAWINGS.

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West Palm Beach, FL 33401
P (561) 659-2383
www.regarchitects.com

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MECHANICAL COVER SHEET

PERMIT SET

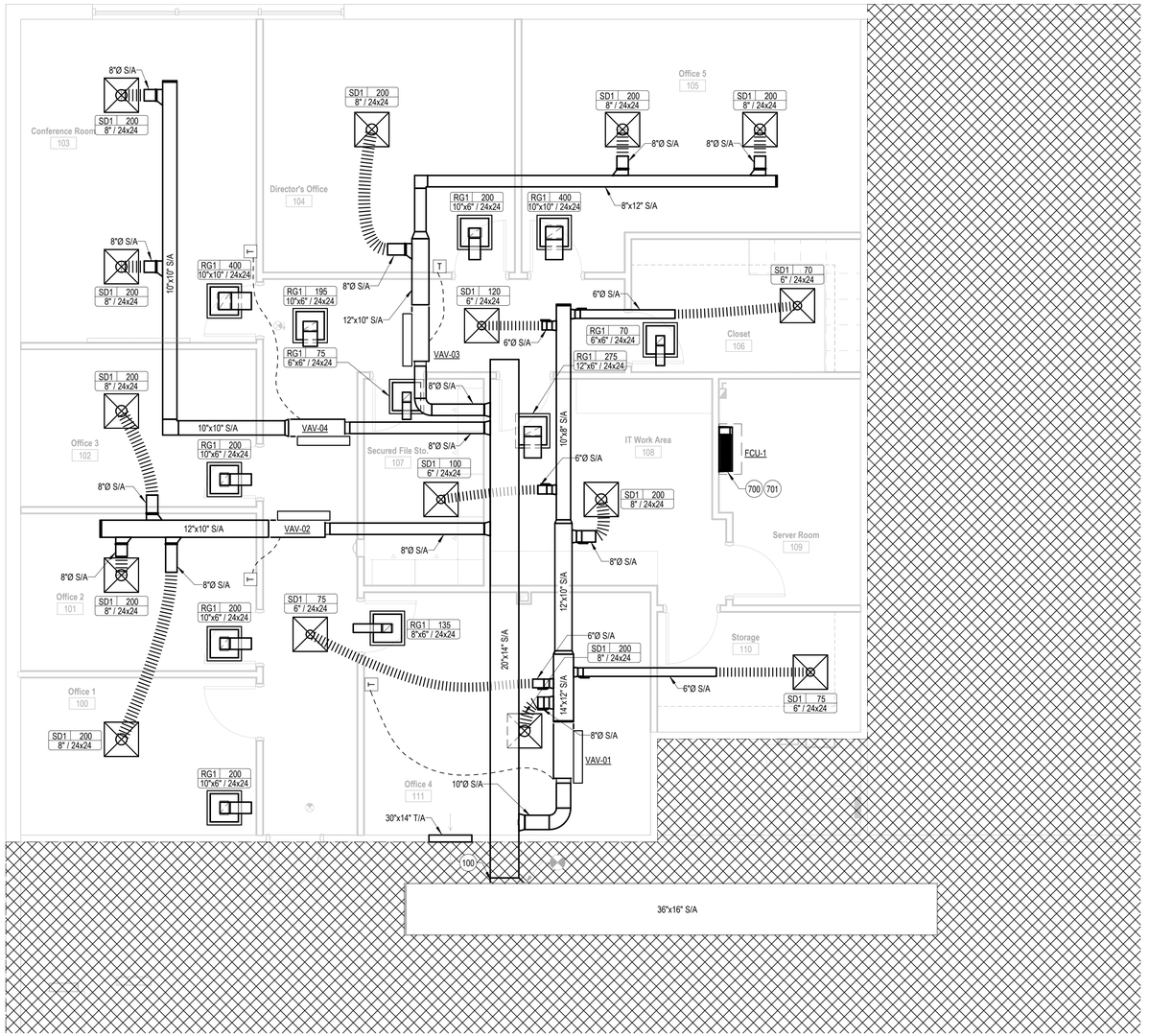
M000

KEYNOTES

100 NEW DUCTWORK TO TAP INTO EXISTING. EXISTING SYSTEM IS A 50 TON VAV SPLIT SYSTEM.

700 CONDESING UNIT CU-1 TO BE LOCATED AND INSTALLED ON ROOF. MECHANICAL CONTRACTOR TO SITE COORDINATE.

701 ROUTE CONDENSATE TO NEW DRYWELL LOCATED EXTERIOR OF BUILDING. CONTRACTOR TO FEILD VERIFY LOCATION.



1 **MECHANICAL LEVEL 2 FLOOR PLAN**
1/4" = 1'-0"

NORTH

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MECHANICAL LEVEL 2 FLOOR PLAN

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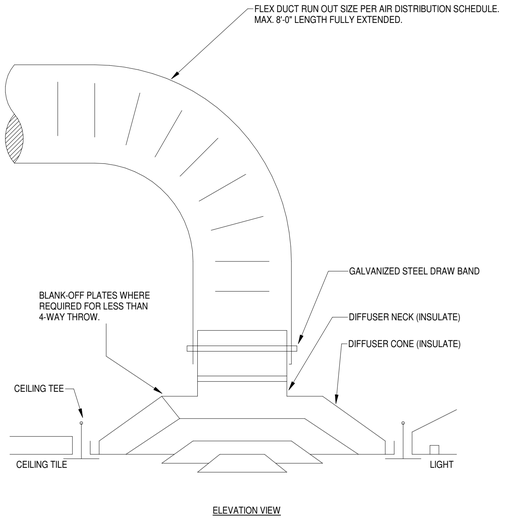
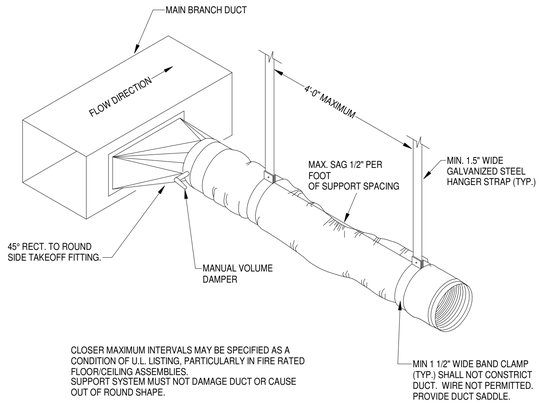
M301



ELEVATION VIEW

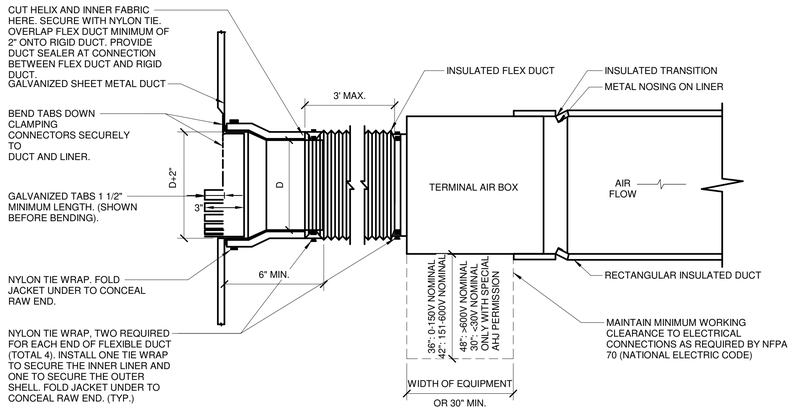
3 M701 DIFFUSER MOUNTING DETAIL
NOT TO SCALE

NOTES:
1) DUCT SHALL EXTEND STRAIGHT FOR SEVERAL INCHES FROM A CONNECTION BEFORE BENDING.
2) DUCT BENDS SHALL BE GRADUAL AND REQUIRE EXTRA SUPPORTS BEFORE AND AFTER EACH BEND.
3) ACCESS SHALL BE PROVIDED FOR MANUAL VOLUME DAMPERS. FOR CEILINGS THAT ARE NOT ACCESSIBLE AND NO ACCESS PANEL CAN BE PROVIDED, A CABLE CONTROL VOLUME DAMPER IS ACCEPTABLE. SEE ADDITIONAL CABLE CONTROL VOLUME DAMPER DETAIL IF REQUIRED.



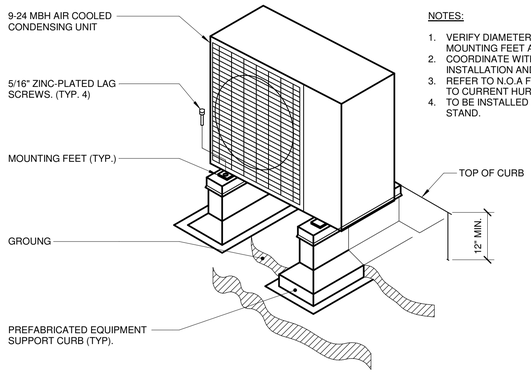
CLOSER MAXIMUM INTERVALS MAY BE SPECIFIED AS A CONDITION OF U.L. LISTING, PARTICULARLY IN FIRE RATED FLOOR/CEILING ASSEMBLIES.
SUPPORT SYSTEM MUST NOT DAMAGE DUCT OR CAUSE OUT OF ROUND SHAPE.

2 M701 FLEXIBLE DUCT SUPPORT DETAIL
NOT TO SCALE



NOTES:
1. THIS DETAIL APPLIES ONLY TO TAPS OFF LINED DUCTS.
2. THIS DETAIL APPLIES TO TERMINAL AIR BOXES WITH ROUND INLETS AND RECTANGULAR OUTLETS.
3. DUCT LEADING TO TAB INLET MUST BE STRAIGHT FOR 1.5 DIAMETERS UPSTREAM.

1 M701 TERMINAL AIR BOX DETAIL LINED MAIN
NOT TO SCALE



NOTES:

1. VERIFY DIAMETER OF ANCHOR BOLT REQUIRED TO FIT WITHIN MOUNTING FEET ANCHOR HOLES.
2. COORDINATE WITH STRUCTURAL AND ARCHITECT FOR ROOF INSTALLATION AND BRACING REQUIREMENTS.
3. REFER TO N.O.A FOR TIE DOWN REQUIREMENTS TO ADHERE TO CURRENT HURRICANE CODE.
4. TO BE INSTALLED ON MIAMI DADE APPROVED MECHANICAL STAND.

4 M701 ROOF MOUNTED CONDENSING UNIT DETAIL - HORIZONTAL DISCHARGE
NOT TO SCALE

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MECHANICAL DETAILS

PERMIT SET

M701

Split System AC or Heat Pump Unit

ITEM - INDOOR	ITEM - OUTDOOR	NOMMINAL SIZE TONS	INDOOR UNIT DATA (FAN COIL)										EXTERIOR UNIT DATA (CONDENSING UNIT)									ELECTRICAL DATA						MANUFACTURER & MODEL NO.	NOTES
			TYPE	FAN DATA			HEATING CAPACITY			COOLING CAPACITY		OP. WT. LBS.	DIMENSIONS			AMBIENT TEMP (F)		COMPRESSOR MODULATION	REFR. TYPE	SEER	OP. WT. LBS.	DIMENSIONS			INTERIOR ELECTRICAL			EXTERIOR ELECTRICAL				
				SUPPLY (CFM)	OSA (CFM)	ESP IN.W.C.	SENS CAP (MBH)	EAT (F) DB	LAT (F) DB	TOTAL CAP (MBH)	SENS CAP (MBH)		W IN	D IN	H IN	WINTER	SUMMER					W IN	D IN	H IN	V-PH	MCA	MOCP	V-PH	MCA	MOCP		
FCU-1	CU-1	1	HORIZONTAL	425	N/A	N/A	N/A			12	9.7	29.0	36.0	10.0	12.0	48.5	95.0	INVERTOR	R410A	15.2	90.0	32.0	14.0	24.0	208-1	1	15	208-1	13	15	MITSUBISHI (PKA-A12HA4 / PUY-A12NHA4)	ALL

GENERAL NOTES:

1. PROVIDE MANUFACTURERS WIRED PROGRAMMABLE THERMOSTAT
2. PROVIDE UNIT WITH MANUFACTURERS LINE SET AND REQUIRED ACCESSORIES; INSTALL PER MANUFACTURERS WRITTEN INSTRUCTONS.
3. PROVIDE MANUFACTURERS STANDARD FILTER
4. SEER, EER & COP NOTED ARE AT RATED CONDITIONS.
5. PROVIDE CONDENSATE DRAIN WITH TRAP AND CLEANOUT; CONNECT TO CONDENSATE PUMP WHERE NOTED.
6. PROVIDE WITH UNIT MOUNTED FUSED DISCONNECT; FIELD COORDINATE UNIT INSTALLATION TO MAINTAIN MAINTENANCE CLEARANCE PER NEC IN FRONT OF DISCONNECT.
7. PROVIDE MANUFACTURERS LOW AMBIENT COOLING KIT TO ALLOW FOR OPERATION DOWN TO LISTED WINTER TEMPERATURE.
8. POWER TO INDOOR UNIT COMES FROM EXTERIOR UNIT, COORDINATE WITH EC ROUTING OF POWER FROM EXTERIOR UNIT TO INDOOR UNIT.
9. PROVIDE UNIT WITH REMOTE CONTROLLER. ALL REQUIRED CONTROLS SHALL BE IN-BUILT.

FBC 2020 VENTILATION RATE PROCEDURE CALCULATIONS - EXISTING UNIT EVALUATION

Unit: EXISTING AHU — **Existing Air Handling Unit % Outside Air (NOTE 3) : 20%**

UNIT	ROOM NUMBER	ROOM NAME	ZONE TYPE	AREA SQ FT	OCCUPANT OUTDOOR AIRFLOW RATE CFM/PER	AREA OUTDOOR AIRFLOW RATE CFM/SQ FT	OCCUPANT DENSITY PEOPLE PER 1000 SQ FT	OCCUPANT QUANTITY	OVER-VENTILATION PERCENTAGE	BREATHING ZONE OUTDOOR AIRFLOW RATE CFM	TABLE 6-2 ZONE AIR DISTRIBUTION EFFECTIVENESS (Ez)	TOTAL SUPPLY AIR TO ZONE AT CONDITION ANALYZED CFM - NOTE 1	ZONE VENTILATION EFFICIENCY (Evz)	SYSTEM VENTILATION EFFICIENCY NOTE 2 (Ev)	ACTUAL OSA CFM REQUIRED AT UNIT FOR ZONE	ACTUAL OSA CFM DELIVERED AT UNIT FOR ZONE	MEETS REQUIREMENTS OF IMC / ASHRAE 62.1
EXISTING AHU	OFFICE 4 111	VAV-01	Office space	933	5.0	0.06	5	8	0%	96	1.0	840	0.99	0.94	103	168	Yes
	OFFICE 2 101	VAV-02	Office space	378	5.0	0.06	5	3	0%	38	1.0	600	1.04	0.94	40	120	Yes
	DIRECTOR'S OFFICE 104	VAV-03	Office space	477	5.0	0.06	5	3	0%	44	1.0	600	1.03	0.94	47	120	Yes
	CONFERENCE ROOM 103	VAV-04	Conference/meeting	260	5.0	0.06	50	10	0%	66	1.0	400	0.94	0.94	70	80	Yes

SPECIFIC...

1. TOTAL SUPPLY AIR AT CONDITION ANALYZED USES THE MAXIMUM AIRFLOW PROVIDED TO THE ZONE DURING THE HEATING OR COOLING MODE, WHICHEVER IS THE CURRENT CONDITION BEING ANALYZED.
2. AS DETERMINED USING THE ASHRAE 62.1-2010 "62 MZ Calc" SPREADSHEET. SYSTEM VENTILATION EFFICIENCY IS EQUAL TO THE LOWEST ZONE VENTILATION EFFICIENCY OF ALL ROOMS SERVED BY THE UNIT AREA UNDER THE CURRENT SCOPE OF WORK.
3. EXISTING AIR HANDLING UNIT % OUTSIDE AIR PER THE BUILDING/PROPERTY MANAGER.
4. CALCULATIONS SHOW COMPLIANCE WITH INTERNATIONAL EXISTING BUILDING CODE (IEBC) SECTION 809 MECHANICAL ALTERATIONS WHICH ALLOW FOR 5 CFM/PERSON IN EXISTING SPACES.
5. OCCUPANT QUANTITY MAY VARY FROM OCCUPANT DENSITY FROM IMC. IN THOSE CASES OCCUPANT QUANTITY IS ADJUSTED TO MEET DATA PROVIDED BY THE CLIENT. THIS IS ACCEPTABLE PER IMC 403.3 EXCEPTION.
   OCCUPANCY RATES GREATER THAN CODE NOTED WITH AN BOLD DOUBLE UNDERLINE. OCCUPANCY RATES LESS THAN CODE NOTED WITH AN BOLD UNDERLINE.

VARIABLE AIR VOLUME TERMINAL UNIT SCHEDULE

ID	MANUFACTURER	MODEL NO.	NECK SIZE	TYPE	PRIMARY AIRFLOW (CFM)		HEATING COIL			HEATING ELEMENT	UNIT WEIGHT (lb)	FLA	MCA	MOCP	VOLT	PH	INTERLOCK
					MAX	MIN	DESCRIPTION	AIRSIDE DESIGN FLOW (CFM)	AIRSIDE LAT (db)	POWER (KW)							
VAV-01	TRANE	VCEF10	10	SINGLE DUCT	840	190	ELECTRIC HEAT	190	90	5.0	81	24.0 A	30.0 A	30.0 A	208 V	1	EXISTING AHU
VAV-02	TRANE	VCEF08	8	SINGLE DUCT	600	135	ELECTRIC HEAT	150	90	3.5	68	16.8 A	21.0 A	25.0 A	208 V	1	EXISTING AHU
VAV-03	TRANE	VCEF08	8	SINGLE DUCT	600	190	ELECTRIC HEAT	200	90	3.5	68	16.8 A	21.0 A	25.0 A	208 V	1	EXISTING AHU
VAV-04	TRANE	VCEF08	8	SINGLE DUCT	400	225	ELECTRIC HEAT	230	90	3.5	68	16.8 A	21.0 A	25.0 A	208 V	1	EXISTING AHU

NOTES:
1) VAVS SHALL BE DOUBLE WALL CONSTRUCTION.
2) FACTORY MOUNTED BACNET INTERFACE AND WIRELESS COMMUNICATION CARD.
3) FACTORY FUSED DISCONNECT SWITCH.
4) FACTORY MOUNTED LINE VOLTAGE TO 24 V CONTROLS TRANSFORMER.

GRILLES, REGISTERS, & DIFFUSERS SCHEDULE

EQUIP TAG	TYPE	FA SIZE IN.	MOUNTING TYPE	DAMPER REQUIRED	MATERIAL	MANUFACTURER & MODEL NO.	PLAN INFO	SPECIFIC NOTES
SD1	SUPPLY DIFFUSER	24x24	LAY-IN	YES	ALUMINUM	TITUS TMS-AA	NECK / CFM	ALL
RG1	RETURN DIFFUSER	24X24	LAY-IN	YES	ALUMINUM	TITUS PAR-AA	NECK / CFM	ALL

GENERAL NOTES:

1. SEE PLANS FOR NECK SIZE
2. ALL GRDs REQUIRING DAMPERS SHALL BE EQUIPPED WITH A REMOTE BALANCING DAMPER THAT IS ADJUSTABLE THROUGH THE GRD FACE OR ANOTHER APPROVED LOCATION UNLESS SUPPLIED FROM AN ACCESSIBLE TAKE-OFF WITH LOCKING DAMPER.
3. VERIFY GRD FINISH AND CLG/WALL/SILL/FLOOR MOUNTING TYPE WITH ARCHITECT FOR EACH APPLICATION PRIOR TO ORDERING.
4. PROVIDE 4-WAY THROW FOR DIFFUSERS UNLESS OTHERWISE SHOWN ON PLANS.
5. MATERIAL SHALL BE ALUMINUM UNLESS OTHERWISE INDICATED OR SPECIFIED.
6. MECHANICAL CONTRACTOR SHALL COORDINATE WITH ARCHITECT THE FRAME STYLE.

* WHERE CFM IS INDICATED ON PLANS FOR RETURN AND TRANSFERS, BALANCE TO AIRFLOW INDICATED.

SPECIFIC NOTES:

1. MECHANICAL CONTRACTOR TO COORDINATE FRAME TYPE MOUNTING CEILING WITH ARCHITECT.
2. COORDINATE PAINT FINISH WITH ARCHITECT.
3. PROVIDE OPPOSED BLADE DAMPER CONSTRUCTED OF ALUMINUM.

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MECHANICAL SCHEDULES

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M801

ELECTRICAL ABBREVIATIONS LIST

1P	1 POLE (2P, 3P, 4P, ETC.)	MCB	MAIN CIRCUIT BREAKER
A	AMPERE	MCC	MOTOR CONTROL CENTER
AC	ABOVE COUNTER	MDC	MAIN DISTRIBUTION CENTER
ACLG	ABOVE CEILING	MDP	MAIN DISTRIBUTION PANEL
ADO	AUTOMATIC DOOR OPENER	MFR	MANUFACTURER
AF	AMP FRAME	MFS	MAIN FUSED DISCONNECT SW
AFF	ABOVE FINISHED FLOOR	MH	MANHOLE
AFG	ABOVE FINISHED GRADE	MIC	MICROPHONE
AFI	ARC FAULT CIRCUIT INTERRUPTER	MIN	MINIMUM
		MISC	MISCELLANEOUS
AHU	AIR HANDLING UNIT	MLO	MAIN LUGS ONLY
AL	ALUMINUM	MMS	MANUAL MOTOR STARTER
ALT	ALTERNATE	MOA	MULTIOUTLET ASSEMBLY
AMP	AMPERE	MSP	MOTOR STARTER PANELBOARD
AMPL	AMPLIFIER	MSBD	MAIN SWITCHBOARD
ANNUN	ANNUNCIATOR	MT	MOUNT
APPROX	APPROXIMATELY	MT.C	EMPTY CONDUIT
AQ-STAT	AQUASTAT	MTS	MANUAL TRANSFER SWITCH
ARCH	ARCHITECT, ARCHITECTURAL	MTR	MOTOR, MOTORIZED
AS	AMP SWITCH	N.C.	NORMALLY CLOSED
AT	AMP TRIP	NEC	NATIONAL ELECTRICAL CODE
ATS	AUTOMATIC TRANSFER SWITCH	NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
AUTO	AUTOMATIC		
AUX	AUXILIARY	NFDS	NON-FUSED SAFETY DISCONNECT SWITCH
AV	AUDIO VISUAL		
AWG	AMERICAN WIRE GAUGE	NIC	NOT IN CONTRACT
BATT	BATTERY	NL	NIGHT LIGHT
BD	BOARD	N.O.	NORMALLY OPEN
BLDG	BUILDING	NPF	NORMAL POWER FACTOR
BMS	BUILDING MANAGEMENT SYSTEM	NTS	NOT TO SCALE
C	CONDUIT	OH	OVERHEAD
CAB	CABINET	OL	OVERLOADS
CAT	CATALOG	PA	PUBLIC ADDRESS
CATV	CABLE TELEVISION	PB	PULL BOX OR PUSHBUTTON
CB	CIRCUIT BREAKER	PE	PNEUMATIC ELECTRIC
CCTV	CLOSED CIRCUIT TELEVISION	PED	PEDESTAL
CKT	CIRCUIT	PF	POWER FACTOR
CLG	CEILING	PH	PHASE
COMB	COMBINATION	PIV	POST INDICATING VALVE
CMPR	COMPRESSOR	PNL	PANEL
CONN	CONNECTION	PP	POWER POLE
CONST	CONSTRUCTION	PR	PAIR
CONT	CONTINUATION OR CONTINUOUS	PRI	PRIMARY
CONTR	CONTRACTOR	PROJ	PROJECTION
CONV	CONVECTOR	PRV	POWER ROOF VENTILATOR
CP	CIRCULATING PUMP	PT	POTENTIAL TRANSFORMER
CRT	CATHODE-RAY TUBE	PVC	POLYVINYL CHLORIDE (CONDUIT)
CT	CURRENT TRANSFORMER	PWR	POWER
CTR	CENTER	QUAN	QUANTITY
CU	COPPER	RCPT	RECEPTACLE
DCP	DOMESTIC WATER CIRCULATING PUMP	REQD	REQUIRED
DEPT	DEPARTMENT	RM	ROOM
DET	DETAIL	RSC	RIGID STEEL CONDUIT
DIA	DIAMETER	RTU	ROOF TOP UNIT
DISC	DISCONNECT	SC	SURFACE CONDUIT
DIST	DISTRIBUTION	SEC	SECONDARY
DN	DOWN	SHT	SHEET
DPR	DAMPER	SIM	SIMILAR
DS	SAFETY DISCONNECT SWITCH	S/N	SOLID NEUTRAL
DT	DOUBLE THROW	SPEC	SPECIFICATION
DWG	DRAWING	SPKR	SPEAKER
EC	ELECTRICAL CONTRACTOR	SP	SPARE
ELEC	ELECTRIC, ELECTRICAL	SR	SURFACE RACEWAY
ELEV	ELEVATOR	SS	STAINLESS STEEL
ELU	EMERGENCY LIGHTING UNIT	SSW	SELECTOR SWITCH
EM	EMERGENCY	S/S	STOP/START PUSHBUTTONS
EMS	ENERGY MANAGEMENT SYSTEM	STA	STATION
EMT	ELECTRICAL METALLIC TUBING	STD	STANDARD
EP	ELECTRIC PNEUMATIC	SURF	SURFACE MOUNTED
EQUIP	EQUIPMENT	SW	SWITCH
EWC	ELECTRIC WATER COOLER	SWBD	SWITCHBOARD
EXIST	EXISTING	SYM	SYMMETRICAL
EXH	EXHAUST	SYS	SYSTEM
EXP	EXPLOSION PROOF	TEL	TELEPHONE
FA	FIRE ALARM	TEL/DATA	TELEPHONE/DATA
FABP	FIRE ALARM BOOSTER POWER SUPPLY PANEL	TERM	TERMINAL
		TL	TWIST LOCK
FACP	FIRE ALARM CONTROL PANEL	TR	TAMPER RESISTANT
FCU	FAN COIL UNIT	T-STAT	THERMOSTAT
FIXT	FIXTURE	TTC	TELEPHONE TERMINAL CABINET
FLR	FLOOR	TV	TELEVISION
FLUOR	FLUORESCENT	TVTC	TELEVISION TERMINAL CABINET
FU	FUSE	TYP	TYPICAL
FUDS	FUSED SAFETY DISCONNECT SWITCH	UC	UNDER COUNTER
GA	GAUGE	UE	UNDERGROUND ELECTRICAL
GAL	GALLON	UG	UNDERGROUND
GALV	GALVANIZED	UH	UNIT HEATER
GC	GENERAL CONTRACTOR	UT	UNDERGROUND TELEPHONE
GEN	GENERATOR	UTIL	UTILITY
GFI	GROUND FAULT CIRCUIT INTERRUPTER	UV	ULTRAVIOLET
GFP	GROUND FAULT PROTECTOR	V	VOLT
GND	GROUND	VA	VOLT-AMPERES
GRS	GALVANIZED RIGID STEEL (CONDUIT)	VDT	VIDEO DISPLAY TERMINAL
GYP BD	GYPSUM BOARD	VERT	VERTICAL
HOA	HANDS-OFF-AUTOMATIC SWITCH	VFD	VARIABLE FREQUENCY DRIVE
HORIZ	HORIZONTAL	VOL	VOLUME
HP	HORSEPOWER	W	WATT
HPF	HIGH POWER FACTOR	W/	WITH
HT	HEIGHT	WG	WIRE GUARD
HTG	HEATING	WH	WATER HEATER
HTR	HEATER	W/O	WITHOUT
HV	HIGH VOLTAGE	WP	WEATHERPROOF
HVAC	HEATING, VENTILATING AND AIR CONDITIONING	XFMR	TRANSFORMER
		XFR	TRANSFER
IC	INTERRUPTING CAPACITY		
IG	ISOLATED GROUND		
IMC	INTERMEDIATE METAL CONDUIT		
INCAND	INCANDESCENT	∠	ANGLE
IR	INFRARED	@	AT
I/W	INTERLOCK WITH	Δ	DELTA
J-BOX	JUNCTION BOX	'	FEET
KV	KILOVOLT	"	INCHES
KVA	KILOVOLT-AMPERE	#	NUMBER
KVAR	KILOVOLT-AMPERE REACTIVE	Ø	PHASE
KW	KILOWATT	C	CENTER LINE
KWH	KILOWATT HOUR	P	PLATE
LOC	LOCATE OR LOCATION		
LT	LIGHT		
LTG	LIGHTING		
LTNG	LIGHTNING		
LV	LOW VOLTAGE		
MAX	MAXIMUM		
MAG.S	MAGNETIC STARTER		
M/C	MOMENTARY CONTACT		
MC	MECHANICAL CONTRACTOR		

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	LIGHTING FIXTURES, TYPICAL, RECTANGULAR FILLED CIRCLES INDICATE RECESSED, OPEN CIRCLES INDICATE SURFACE DIAGONAL LINE INDICATES LENSED OUTER DOTS INDICATE SUSPENDED
	LIGHTING FIXTURES, TYPICAL, ROUND CENTER DOT INDICATES PENDANT DIAGONAL LINE INDICATES LENSED CHEVRON INDICATES WALL WASH
	WALL-MOUNTED FIXTURES, TYPICAL
	STRIP FIXTURE
	DIRECTIONAL LIGHT, TRACK, FLOOD
	LINEAR LIGHT, TAPE LIGHT
	EMERGENCY LIGHTING UNIT, CEILING-MOUNTED, INTEGRAL BATTERY
	EMERGENCY LIGHTING UNIT, CEILING-MOUNTED, REMOTE BATTERY
	EMERGENCY LIGHTING UNIT, WALL-MOUNTED, INTEGRAL BATTERY
	EMERGENCY LIGHTING UNIT, WALL-MOUNTED, REMOTE BATTERY
	EXIT LIGHT, CEILING-MOUNTED, SHADING AND ARROWS INDICATE FACES AND DIRECTION
	EXIT LIGHT, WALL-MOUNTED, SHADING AND ARROWS INDICATE FACES AND DIRECTION
	EXIT/ELU COMBO
	POLE/AREA LIGHTS
	POST-TOP AREA LIGHT
	BOLLARD LIGHT
	DIAGONAL HATCH INDICATES LIGHT ON A CRITICAL CIRCUIT
	SOLID HATCH INDICATES LIGHT ON AN EMERGENCY OR LIFE SAFETY CIRCUIT
S	SINGLE POLE SWITCH
S3	3-WAY SWITCH
S4	4-WAY SWITCH
SK	KEYED SWITCH
SWP	SWITCH W/PILOT
SD	DIMMER SWITCH
OS	OCCUPANCY SENSOR W/ MANUAL SWITCH
ST	TIMER SWITCH
STD	TIME DELAY SWITCH
TC	TIME CONTROL SWITCH
P	FIRE ALARM PULL STATION
FB	FIRE ALARM BELL
FH	FIRE ALARM HORN W/STROBE
FS	FIRE ALARM SPEAKER W/STROBE
FB	FIRE ALARM BELL W/STROBE
FC	FIRE ALARM CHIME W/STROBE
H	FIRE ALARM DOOR HOLDER
	FIRE ALARM DOOR CLOSER
	SPRINKLER FLOW SWITCH
	SPRINKLER VALVE TAMPER SWITCH
	THERMAL DETECTOR
S	DUCT SMOKE DETECTOR
2	CEILING SMOKE DETECTOR

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	SINGLE RECEPT.
	DUPLEX RECEPT.
48"	(DESIGNATES SPECIFIC MOUNTING HEIGHT) DUPLEX RECEPT.
GFI	GFI DUPLEX RECEPT. (FEED THROUGH)
GFI WP	GFI WEATHERPROOF RECEPT.
	SPLIT DUPLEX RECEPT.
	DUPLEX ISOLATED GROUND RECEPT.
	DUPLEX RECEPT. ON EMERG. CIRCUIT
	FLOOR DUPLEX RECEPT.
CLNG	CEILING DUPLEX RECEPT.
	FOURPLEX RECEPT.
	FOURPLEX RECEPT. ON EMERG. CIRCUIT
	240V RECEPTACLE
	RECEPT. ON CORD REEL
	SPECIAL RECEPT.
J	JUNCTION BOX
FJ	FLOOR JUNCTION BOX
CJ CLNG	CEILING JUNCTION BOX
PS - D2	MULTIOUTLET ASSEMBLY
	SAFETY DISC. SW. (NON-FUSED)
	SAFETY DISC. SW. (FUSED)
P	POWER POLE (OPEN OFFICE STYLE)
	STATIC GROUND RECEPTACLE
P	UTILITY SERVICE POWER POLE
XX-1	MOTOR
XX-1	IDENTITY (SEE SCHEDULE)

EXISTING TO REMAIN	RELOCATED	DEMOLISHED
XX-1	XX-1	XX-1
XX-1	XX-1	XX-1

T1 TRANSFORMER

SYMBOL	DESCRIPTION
	TELEPHONE OUTLET
	FLOOR TELEPHONE OUTLET
1V2D	VOICE/DATA OUTLET # OF VOICE AND # OF DATA OUTLETS, FOR EXAMPLE 1V2D = 1 VOICE, 2 DATA
CLNG	FLOOR DATA OUTLET CEILING DATA OUTLET
M	MICROPHONE OUTLET
C	CATV OUTLET
TV	TV OUTLET
V	VOLUME CONTROL
	DOOR BELL
	DOOR BUZZER
	DOOR CHIME
D	DOOR SIGNAL
	AUTO DOOR PUSH PAD
ES	ELECTRIC STRIKE
ML	MAGNETIC LOCK
	COMBINATION LOCK
DC	DOOR CONTACT
CR	CARD READER
	SECURITY KEYPAD
MD	MOTION DETECTOR
N	NURSE CALL EMERG. STATION
N	NURSE CALL CODE BLUE STATION
N	NURSE CALL DUTY STATION
N	NURSE CALL STAFF STATION
N	NURSE CALL PATIENT STATION
N 1	NURSE CALL DOME LIGHT (1-COLOR)
N 2	NURSE CALL DOME LIGHT (2-COLORS)
N 4	NURSE CALL DOME LIGHT (4-COLORS)

ELECTRICAL SYMBOL NOTES

S3d — LIGHTING FIXTURE TAG DESCRIPTORS:
TOP VALUE: FIXTURE TYPE ID.
BOTTOM VALUE, NUMBER: CIRCUIT NUMBER, REFER TO DRAWINGS FOR PANEL.
BOTTOM VALUE, LOWERCASE LETTER: SWITCH DESIGNATION.
ABSENCE OF A SWITCH ID INDICATES FIXTURE IS CONTROLLED BY THE ONLY SWITCH IN THE SPACE.
"x" IN PLACE OF THE SWITCH ID INDICATES NIGHT LIGHT, UNSWITCHED.

EXIT LIGHTS. STEM INDICATES WALL MOUNTING. NO STEM INDICATES CEILING MOUNTING. SHADED AREA INDICATES ILLUMINATED FACE(S). ARROW INDICATES DIRECTIONAL ARROW ON ILLUMINATED FACE(S). THE CIRCUIT DESIGNATION IS INDICATED BY A NUMBER. EXAMPLE: THE WALL MOUNTED EXIT LIGHT TYPE "E1" WITH SINGLE FACE AND DIRECTIONAL ARROW IS CONNECTED TO CIRCUIT 1.

DEVICES. THE CIRCUIT DESIGNATION IS INDICATED BY A NUMBER. THE SWITCH DESIGNATION IS INDICATED BY A LOWER CASE LETTER. EXAMPLE: SPLIT DUPLEX RECEPTACLE IS CONNECTED TO CIRCUIT 1 AND ONE RECEPTACLE OUTLET IS CONTROLLED BY SWITCH "d".

THE CONTROL DEVICE DESIGNATION IS INDICATED BY A LOWER CASE LETTER. EXAMPLE: SINGLE POLE SWITCH "d" TO CONTROL LIGHTING FIXTURES INDICATED BY "d".

WALL BOX DIMMER WITH SIZE AS INDICATED AT DEVICE. EXAMPLE: 600 WATT WALL BOX DIMMER TO CONTROL LIGHTING FIXTURES INDICATED BY "e". SEE SPECIFICATIONS FOR WATTAGE IF NOT INDICATED.

SPECIAL CONNECTIONS. THE EQUIPMENT IS INDICATED BY A NUMBER IN A CIRCLE. SEE THE MOTOR AND EQUIPMENT SCHEDULE FOR THE LOAD DESCRIPTION AND TYPE OF CONNECTION. THE CIRCUIT DESIGNATION IS INDICATED BY NUMBER(S) ADJACENT TO THE SYMBOL. EXAMPLE: EQUIPMENT NO. ELEC-1; 1 PHASE CONNECTION TO CIRCUITS 2, 4.

PANELBOARDS. PANELBOARD DOORS MAY BE SHOWN TO INDICATE OPENING SIDE OF RECESSED PANELBOARDS. SEE PANELBOARD IDENTIFICATION FOR DESIGNATION CODES.

FLOOR CLEARANCE AREA

MOTOR CONNECTIONS. THE MOTOR IS INDICATED BY A NUMBER WITHIN OR CHARACTERS ADJACENT TO THE MOTOR SYMBOL. SEE THE MOTOR AND EQUIPMENT SCHEDULE FOR THE MOTOR DESCRIPTION AND ELECTRICAL REQUIREMENTS.

TRANSFORMERS. THE TRANSFORMER TYPE IS INDICATED BY A NUMBER FOLLOWING THE UPPER CASE LETTER "T". SEE THE TRANSFORMER SCHEDULE OR THE SINGLE LINE DIAGRAM FOR THE TRANSFORMER DESCRIPTION AND REQUIREMENTS. EXAMPLE: TRANSFORMER TYPE "T1".

CONDUIT IN CEILING, FLOOR OR WALL AS REQUIRED BY FIELD CONDITIONS

CONDUIT IN FLOOR

#12 — CONDUIT SHOWN WITHOUT SLASH MARKS SHALL CONTAIN 1 # 12 CONDUCTOR PER PHASE, NEUTRAL, AND GROUND IN 1/2" CONDUIT UNLESS SPECIFIC EQUIPMENT REQUIRES A DIFFERENT SIZE.

#10 — CONDUIT SHOWN SHALL CONTAIN 1 # 10 CONDUCTOR PER PHASE IN ELECTRICAL CODE SIZED MINIMUM CONDUIT UNLESS A CONDUCTOR AND CONDUIT SIZE IS SHOWN ADJACENT.

P4N-102 1, 3, 5 — HOME RUN TO BRANCH CIRCUIT PANELBOARD. THE PANELBOARD DESIGNATION IS SHOWN ADJACENT TO THE HOME RUN ARROW AS A NUMERATOR AND THE CIRCUIT DESIGNATION IS SHOWN AS THE DENOMINATOR. CIRCUIT BREAKER SIZES (AMPS/NUMBER OF POLES) ARE SHOWN IN THE PANELBOARD SCHEDULE WITH THE CORRESPONDING PANELBOARD AND CIRCUIT DESIGNATION. EXAMPLE: HOME RUN TO PANELBOARD P4N-102; CIRCUITS 1, 3, 5.

GRAPHICAL REPRESENTATION OF PHASING, TYPICAL FOR ALL SYMBOLS.

EXISTING TO REMAIN
EXISTING TO BE REMOVED
NEW
ITEM TO BE REMOVED
AREA NOT IN CONTRACT

REVISION NUMBER - SHOWN ON PLANS

NUMBER OF DETAIL ON SHEET
NUMBER OF SHEET WHERE DETAIL APPEARS

1 — KEYED NOTE (SEE SCHEDULE)

ROOM NAME AND NUMBER

PANELBOARD IDENTIFICATION

P4N-102

1. EQUIPMENT DESIGNATION:
L = LIGHTING
P = POWER
D = DISTRIBUTION
S = SWITCHBOARD
M = MOTOR CONTROL CENTER
R = RELAY PANEL

2. VOLTAGE DESIGNATION:
1 = 120/240V - 1PH
2 = 240V - 3PH
3 = 208Y/120V - 3PH
4 = 480Y/277V - 3PH
5 = 120/208 - 1PH
6 = SPECIAL

3. SYSTEM DESIGNATION:
N = NORMAL
E = EMERGENCY
C = POWER CONDITIONED
U = UNINTERRUPTIBLE POWER SOURCE

5. PANEL NO. DESIGNATION:
01 = PANELBOARD #1
02 = PANELBOARD #2
03 = PANELBOARD #3
ETC.

4. FLOOR DESIGNATION:
B = BASEMENT
G = GROUND
1 = FIRST FLOOR
2 = SECOND FLOOR
ETC.

ELECTRICAL GENERAL NOTES

1. WORK SHALL BE DONE IN ACCORDANCE W/FBC 2020 -7TH EDITION, NEC 2017, NFPA 101 LIFE SAFETY, NFPA 72 FIRE ALARM, PLUS LOCAL CODES.
2. CONDUCTORS OPERATING AT 50 VOLTS OR GREATER SHALL BE IN RACEWAY. RACEWAY WITHIN THE STRUCTURE ABOVE THE FLOOR SLAB SHALL BE METAL. RACEWAY BELOW THE FLOOR SLAB AND UNDERGROUND RACEWAY OUTSIDE THE STRUCTURE SHALL BE PVC.
3. LOW VOLTAGE CABLES OR CONDUCTORS OPERATING AT LESS THAN 50 VOLTS SHALL BE IN METAL RACEWAY WHERE INSTALLED WITHIN WALLS OR INACCESSIBLE SPACES. LOW VOLTAGE CABLES MAY BE RUN IN CABLE TRAY WHERE NOTED. LOW VOLTAGE CABLES MAY BE RUN IN CABLE SUPPORT HOOKS ABOVE ACCESSIBLE CEILINGS WHERE NOTED. LOW VOLTAGE CABLE SHALL BE PLENUM RATED IN PLENUM SPACES.
4. COORDINATE LOCATIONS OF DEVICES WITH ARCHITECTURAL ELEVATIONS AND DETAILS. ARCHITECTURAL ELEVATIONS AND DETAILS TAKE PRECEDENCE OVER LOCATIONS SHOWN ON ELECTRICAL DRAWINGS.
5. PROVIDE CABLE OR CONDUIT AND WIRE AS REQUIRED TO ACHIEVE CIRCUITING SHOWN. SIZE CONDUCTORS PER NEC AMPACITY AND WIRE FILL CRITERIA. PROVIDE DEDICATED NEUTRAL AND GROUND CONDUCTORS FOR CIRCUITING ,UNLESS NOTED OTHERWISE. INCREASE BRANCH CIRCUIT AND/OR FEEDER CONDUCTORS INCLUDING EQUIPMENT GROUNDING CONDUCTORS PROPORTIONALLY FOR NO MORE THAN 3% VOLTAGE DROP ON BRANCH CIRCUITS AND 2% ON FEEDERS PER ENERGY CODE.
6. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO COORDINATE INSTALLATION OF ELECTRICAL SYSTEMS AND THOSE REQUIRING ELECTRICAL CONNECTIONS TO MAINTAIN NEC REQUIRED CLEARANCES, INCLUDED BY NOT LIMITED TO AREAS ABOVE ACCESSIBLE CEILINGS.
7. COORDINATE WITH OTHER TRADES FOR PROPER INSTALLATION OF EQUIPMENT. CONSULT THE DRAWINGS OF OTHER TRADES OR CRAFTS TO AVOID CONFLICTS WITH EQUIPMENT, ETC. CONFLICTS SHALL BE RESOLVED PRIOR TO ROUGH-IN AND AT NO ADDITIONAL COST TO THE OWNER.
8. LEAVE THE SITE CLEAN AND READY FOR OCCUPANCY. REMOVE DIRT, DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT AND WIRE SCRAPS AND MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THIS DIVISION OF THE WORK DURING CONSTRUCTION. COMPONENTS SHALL BE FREE OF DUST, GRIT AND FOREIGN MATERIALS AND LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK.
9. THE SYMBOLS AND ABBREVIATIONS SHOWN ON THIS SHEET MAY OR MAY NOT BE USED IN THIS SET OF DRAWINGS.
10. PERFORM WORK TO COMPLY WITH THE STANDARD PRACTICES FOR GOOD WORKMANSHIP PUBLISHED BY NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION (NECA). COMPLY WITH THE LATEST ENFORCED EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), LOCAL CODES, AMENDMENTS, AND ORDINANCES.
11. FIELD COORDINATE FINAL MECHANICAL AND EQUIPMENT LOCATIONS ALONG WITH CONNECTION REQUIREMENTS AND CONTROL WIRING PRIOR TO ROUGH-IN. ADJUST CORRESPONDING CIRCUIT BREAKER RATINGS AND BRANCH CIRCUITING ACCORDINGLY.
12. ELECTRICAL WORK SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED MASTER ELECTRICIAN. PROCURE PERMITS AND LICENSES AND PAY FEES ASSOCIATED WITH THIS WORK.
13. MATERIALS FURNISHED FOR THIS PROJECT SHALL BE NEW, COMMERCIAL GRADE, FREE OF DEFECTS, AND LISTED BY A NATIONALLY RECOGNIZED TESTING LABORATORY UNO.
14. PROVIDE COMPLETE OPERATION & MAINTENANCE MANUAL INCLUDING APPROVED SUBMITTAL DRAWINGS, WARRANTY INFORMATION FOR PRODUCT SUPPLIED,AND MANUFACTURES OPERATION AND MAINTENANCE INSTRUCTIONS.
15. THE CONTRACTOR IS RESPONSIBLE FOR MAKING FINAL WIRING TERMINATIONS TO PRE-INSTALLED RECEPTACLES IN OFFICE FURNITURE. CONTRACTOR IS RESPONSIBLE FOR WIRING AND INSTALLING VOICE/DATA DEVICES IN OFFICE FURNITURE. COORDINATE PLACEMENT OF DEVICES WITH FURNITURE LAY-OUT.
16. SECURITY SYSTEM TO BE PROVIDED UNDER SEPARATE CONTRACT. IT IS THE RESPONSIBILITY OF THIS CONTRACTOR TO PROVIDE CONDUIT PROVISIONS, BACK BOXES, ROUGH-INS, SLEEVES AND POWER TO HEAD END EQUIPMENT FOR EXACT REQUIREMENTS PRIOR TO START OF WORK.
17. CONDUIT AND WIRE SHALL NOT BE INSTALLED BELOW FLOOR SLAB UNLESS INDICATED ON PLAN BY DASHED CONDUIT.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR WIRING ELECTRICAL ITEMS SHOWN ON DRAWINGS EXCEPT FOR ITEMS LISTED IN NOTE 'R' BELOW.
19. TV OUTLETS, TELEPHONE OUTLETS, DATA OUTLETS, AND FIRE ALARM DEVICES SHALL CONSIST OF A BACK BOX WITH CONDUIT STUBBED ABOVE THE ACCESSIBLE CEILING, SEE STUB UP DETAIL.VERIFY SIZE OF BACK BOX REQUIRED WITH DEVICE TO BE INSTALLED. LOCATE BACK BOXES 6" FROM ADJACENT POWER RECEPTACLE INTENDED FOR COMPUTER USE.
20. FURNISH AND INSTALL CONDUIT FROM BACK BOXES FOR THE FOLLOWING DEVICES INTO THE ACCESSIBLE CEILING SPACE IN THE CORRIDOR, UNLESS NOTED OTHERWISE:
    1/2"C TV OUTLETS.
    3/4"C TELEPHONE OUTLETS
    3/4"C INFORMATION OUTLETS
    3/4"C FIRE ALARM DEVICES
21. CONTRACTOR SHALL KEEP A SET OF CLEAR AND CONCISE AS-BUILTS DRAWINGS ON THE JOBSITE AT ALL TIMES AND DELIVER A SET OF UP TO DATE AS-BUILTS TO THE ENGINEER & OWNER AT THE COMPLETION OF THE PROJECT.
22. ANY FIELD MODIFICATION(S) DEVIATING FROM DESIGN DOCUMENTS REQUIRING REVIEW BY THE ENGINEER SHALL BE DONE SO PRIOR TO PERFORMING THE WORK WITH A FORMAL RFI. FAILURE TO DO SO WILL INCUR AN ADDITIONAL FEE TO BE PAID BY THE CONTRACTOR TO THE ENGINEER FOR TIME REQUIRED TO EVALUATE FIELD MODIFCATION(S).
23. CONTRACTOR TO PROVIDE SUBMITTALS FOR ALL EQUIPMENT TO ENGINEER PRIOR TO PROCUREMENT, PURCHASING OR INSTALLATION FOR REVIEW. REVIEWED SUBMITTALS SHALL BE RETAINED AND PROVIDED TO LOCAL AHJ TO SHOW COMPLIANCE WITH DESIGN DOCUMENTS.
24. THESE DOCUMENTS ARE PREPARED IN PART WITH AS-BUILT DRAWINGS, NON-INVASIVE FIELD SURVEYS AND INFORMATION PROVIDED BY OTHERS. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY ALL EXISTING CONDITIONS FOR ANY DEVIATIONS THAT WOULD IMPACT THE INTENDED DESIGN PRIOR TO BID AND INSTALLATION. FAILURE TO DO SO SHALL RESULT IN THE CONTRACTOR CORRECTING THE INSTALLATION AT NO ADDITIONAL COST TO OTHERS.
25. CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTION & TESTS.

RENOVATION NOTES:

THESE NOTES APPLY TO ALL ELECTRICAL SHEETS AND TRADES, INCLUDING BUT NOT LIMITED TO, POWER, LIGHTING, DATA, AND FIRE ALARM.

1. EXISTING CONDITIONS ARE SHOWN BASED ON INFORMATION OBTAINED FROM FIELD SURVEYS, EXISTING BUILDING DOCUMENTS, AND STAFF. VERIFY EXISTING CONDITIONS AND REPORT ANY CONFLICTS BEFORE PROCEEDING.
2. NOT ALL EXISTING DEVICES AND EQUIPMENT IS SHOWN. VERIFY EXISTING CONDITIONS BEFORE STARTING WORK. NOTIFY ENGINEER OF ANY CONFLICTS WITH NEW WORK.
3. CONTRACTOR SHALL FIELD VERIFY ACCESSIBILITY TO THE AREA OF HIS/HER WORK AND SHALL NOTIFY THE GENERAL CONTRACTOR OR CONSTRUCTION MANAGER PRIOR TO BIDDING IF OTHER UTILITIES ARE REQUIRED TO BE REMOVED OR RELOCATED TO ALLOW ACCESS TO HIS/HER AREA OF WORK.
4. CONTRACTORS SHALL NOTIFY THE GC OF AFFECTED AREAS PRIOR TO BIDDING.
5. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF CEILINGS, CEILING TILES, AND CEILING GRIDS ASSOCIATED WITH AREAS OF WORK BY ALL CONTRACTORS. NOTIFY THE GENERAL CONTRACTOR OF AFFECTED AREAS PRIOR TO BIDDING.
6. PROVIDE TEMPORARY POWER TO MAINTAIN EXISTING SYSTEMS IN SERVICE DURING CONSTRUCTION.
7. OBTAIN PERMISSION FROM OWNER BEFORE SHUTTING DOWN POWER FOR ANY REASON. MAINTAIN SERVICE TO ALL COMPONENTS THAT ARE TO REMAIN UNTIL NEW SYSTEMS ARE INSTALLED.
8. MAINTAIN EXISTING SYSTEM IN SERVICE UNTIL NEW SYSTEM IS COMPLETE AND READY FOR TIE IN AND SWITCHOVER.
9. UPON COMPETION OF WORK UPDATE ALL PANEL SCHEDULES IF AFFECTED BY PROJECT SCOPE.

ELECTRICAL SHEET INDEX

E000	ELECTRICAL COVER SHEET
E301	POWER, DATA AND FIRE ALARM LEVEL 2 FLOOR PLAN
E401	LIGHTING LEVEL 2 RCP
E402	PHOTOMETRIC PLAN NORMAL LIGHTING
E403	PHOTOMETRIC PLAN EMERGENCY LIGHTING
E601	ELECTRICAL RISER DIAGRAM
E701	ELECTRICAL DETAILS
E801	ELECTRICAL SCHEDULES

GENERAL DISCLAIMER:

ANY CHANGES, TO THE SYSTEM COVERED BY THESE PLANS WITHOUT PRIOR APPROVAL OF THE ENGINEER WHO PREPARED THESE PLANS, WILL NULL AND VOID THESE PLANS AND THE REVISED INSTALLATION. IN ADDITION, ALL EXPENSES ASSOCIATED WITH RETURNING THE SYSTEM TO ITS ORIGINAL DESIGN WILL BE THE REPONSIBILITY OF THE COMPANY WHICH APPROVED THESE CHANGES. FINAL BID TO INCLUDE PERMIT COMMENTS.

FORMICA & ASSOCIATES Inc.
Consulting Engineers
Celebrating 40 years!
980 N. Federal Highway
Suite 110
Boca Raton, FL 33432
Tel: (561) 368-3611
License No. CA 8818
www.formicaengineering.com
projects@formicaengineering.com

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Planners
CORP# AA0002447

Est. 1988

Rick Gonzalez, AIA
President
FL License AR0014172
120 South Olive Ave. Ste. 210,
West Palm Beach, FL 33401
P (561) 659-2383
www.regarchitects.com

Village of Palm Springs - Flexspace

226 Cypress Lane, Palm Springs, FL 33461

No: Date: Description:

DATE: 10/06/2021
DESIGNER: JVS
MODELED: JVS
CHECKED: SH
REG PROJECT #: 19007.2

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.
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ELECTRICAL COVER SHEET

PERMIT SET

E000

FIRE ALARM SHEET NOTES

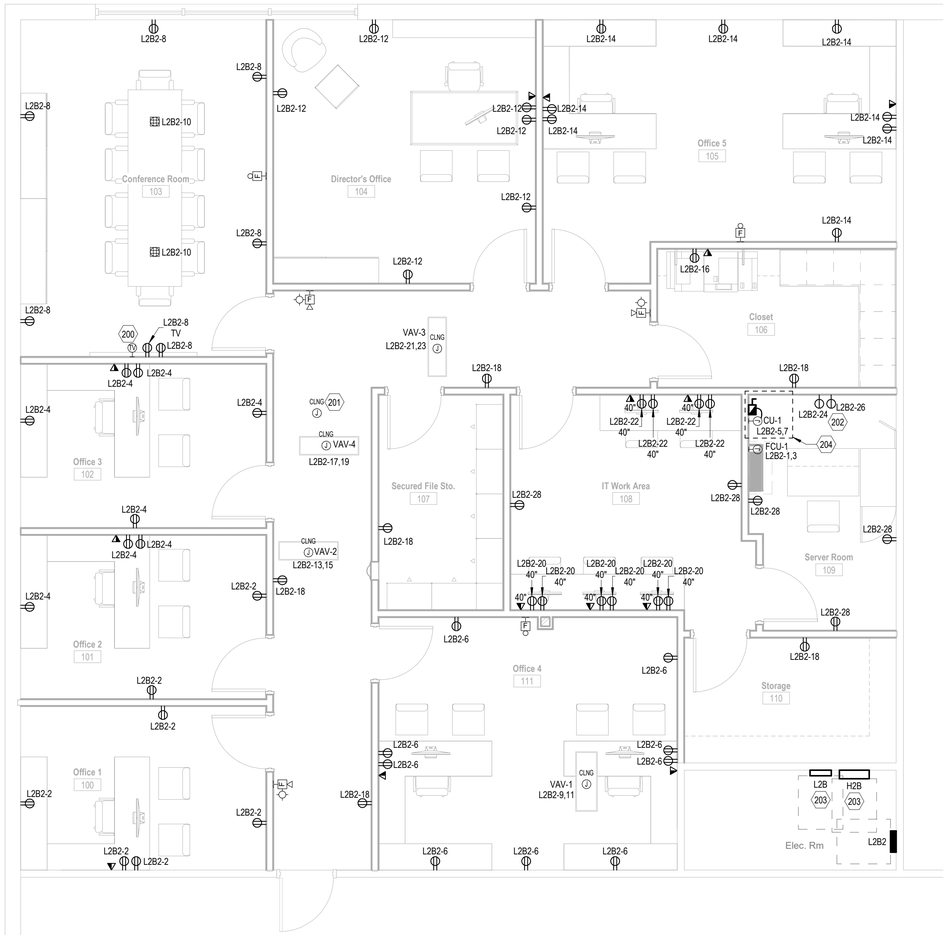
A	EXTEND FIRE ALARM SYSTEM IN RENOVATION AREA AND CONNECT NEW DEVICES AS SHOWN ON THIS PLAN.
B	PROVIDE REPROGRAMMING OF FIRE ALARM CONTROL PANEL AS REQUIRED TO ADD NEW DEVICES.
C	NEW FIRE ALARM DEVICES SHALL BE THE SAME MANUFACTURER AS EXISTING FIRE ALARM SYSTEM.
D	PROVIDE BATTERY CALCULATION FOR FIRE ALARM SYSTEM. ADD NEW BATTERIES AS REQUIRED TO SUPPORT ADDITION OF NEW DEVICES.

POWER SHEET NOTES

A	WHERE CONNECTED TO A 20A. BRANCH CIRCUIT SUPPLYING AN INDIVIDUAL RECEPTACLE (SIMPLEX OR DUPLEX), THE RECEPTACLE SHALL BE RATED AT 20A.
B	CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.
C	PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING AND SWITCHING SHOWN.
D	CIRCUIT NUMBERS AT DEVICES CORRESPOND TO PANELBOARD BREAKERS (SEE PANELBOARD SCHEDULE). BRANCH CIRCUITS SHALL BE SIZED ACCORDING TO THE CIRCUIT BREAKER RATING, UNLESS INDICATED OTHERWISE ON THE ELECTRICAL EQUIPMENT SCHEDULE.

KEYNOTES

200	REFER TO ARCHITECTURAL ELEVATIONS FOR EXACT MOUNTING HEIGHT OF TV POWER AND DATA RECEPTACLES.
201	PROVIDE 120V CIRCUIT FOR NEW VAV BOXES IN RENOVATION AREA.
202	PROVIDE (2) 120V, 30A, DEDICATED CIRCUITS WITH LOCKING TYPE RECEPTACLES NEMA L5-30R FOR DATA EQUIPMENT.
203	EXISTING PANELBOARD AFFECTED BY NEW WORK. REFER TO PANEL SCHEDULES AND ELECTRICAL RISER DIAGRAM ON SHEET E601 FOR FURTHER INFORMATION.
204	CONDESING UNIT CU-1 TO BE LOCATED AND INSTALLED ON ROOF. COORDINATE WITH MECHANICAL CONTRACTOR TO FINAL LOCATION.



NORTH

1 **POWER, DATA AND FIRE ALARM LEVEL 2 FLOOR PLAN**

1/4" = 1'-0"

GENERAL DISCLAIMER:

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REG PROJECT #:	19007.2

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POWER, DATA AND FIRE ALARM LEVEL 2 FLOOR PLAN

PERMIT SET

E301

LIGHTING SHEET NOTES

A ALL RECESSED LIGHTING FIXTURES IN LAY-IN CEILINGS SHALL BE INSTALLED WITH 6' LONG FLEXIBLE METAL CONDUIT.

B ALL MOUNTING HEIGHTS FOR LIGHTING FIXTURES ARE TO THE BOTTOM OF THE FIXTURES UNLESS INDICATED OTHERWISE.

C CIRCUIT WIRING IS NOT SHOWN EXCEPT FOR SWITCHING INTENT OF FIXTURES AND CONTROL OF DEVICES.

D PROVIDE PROPER NUMBER OF CONDUCTORS TO ACHIEVE CIRCUITING AND SWITCHING SHOWN.

E CIRCUIT NUMBERS AT DEVICES CORRESPOND TO PANELBOARD BREAKERS (SEE PANELBOARD SCHEDULE). BRANCH CIRCUITS SHALL BE SIZED ACCORDING TO THE CIRCUIT BREAKER RATING, UNLESS INDICATED OTHERWISE ON THE ELECTRICAL EQUIPMENT SCHEDULE.

KEYNOTES

100 LIFE SAFETY FIXTURE TAGGED 'NL' ON PLANS SHALL BE CONTROLLED BY OCCUPANCY SENSOR ONLY.

LIGHTING FIXTURE SCHEDULE

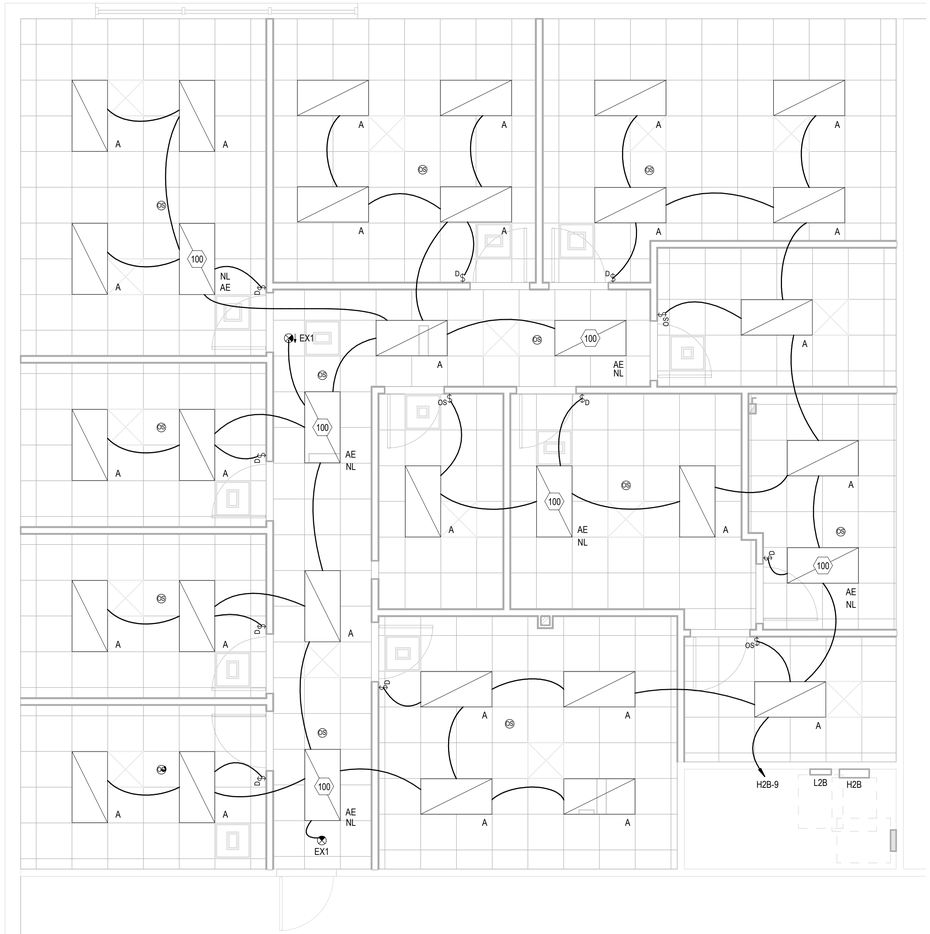
TYPE	CONSTRUCTION DESCRIPTION	PRODUCT MFR	PRODUCT MODEL	LIGHT SOURCE LUMENS DOWN	ELECTRICAL VOLT	ELECTRICAL INPUT WATTS	NOTE
A	2X4 RECESSED TROFFER.	LITHONIA	2BLT4 48L ADP GZ10 LP835	4960 lm	277 V	38 W	--
AE	2X4 RECESSED TROFFER. PROVIDE FIXTURE WITH EMERGENCY BATTERY BACKUP.	LITHONIA	2BLT4 48L ADP GZ10 LP835 EL7L	4960 lm	277 V	38 W	--
EX1	EXIT SIGN, EDGE-LIT, 1-SIDED.	LITHONIA	EDGR 1 R EL	0 lm	277 V	5 W	

GENERAL NOTES:

A. CATALOG NUMBER SHALL NOT BE CONSIDERED COMPLETE AND MATERIAL SHALL NOT BE ORDERED BY MANUFACTURER AND CATALOG NUMBER ONLY. THE COMPLETE DESCRIPTION AND THE SPECIFICATION SHALL BE COORDINATED WITH THE CATALOG NUMBER TO DETERMINE THE EXACT MATERIAL AND ACCESSORIES TO BE ORDERED. THE FIRST MANUFACTURER LISTED IS THE BASIS OF DESIGN.
B. VERIFY AND COORDINATE ALL CEILING TYPES WITH LUMINAIRE MOUNTING AND TRIM REQUIREMENTS PRIOR TO THE RELEASE OF THE LUMINAIRE ORDER.
C. CONFIRM ALL COLORS AND FINISHES OF ALL LUMINAIRE COMPONENTS WITH ARCHITECT AND INTERIOR DESIGNER PRIOR TO THE RELEASE OF THE LUMINAIRE ORDER.
D. UNLESS INDICATED ON LIGHTING PLANS OR BELOW, REFER TO ARCHITECTURAL AND INTERIOR DESIGN ELEVATIONS, SECTIONS AND DETAILS FOR ALL SUSPENDED AND WALL MOUNTED LUMINAIRE MOUNTING HEIGHTS.

SCHEDULE NOTES:

1. INTERIOR CORRELATED COLOR TEMPERATURE 3500K, COLOR RENDERING INDEX (CRI) AT OR ABOVE 80, UNLESS NOTED OTHERWISE.
2. PROVIDE ALL DEVICES, CONTROLS AND ACCESSORIES FOR A COMPLETE AND FUNTIONAL LIGHTING SYSTEM.



NORTH

1 LIGHTING LEVEL 2 RCP
1/4" = 1'-0"

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LIGHTING LEVEL 2 RCP

PERMIT SET

E401

Luminaire Schedule: VILLAGE OF PALM SPRINGS FLEX SPACE - INTERIOR WEST PALM BEACH, FL 09/16/2021

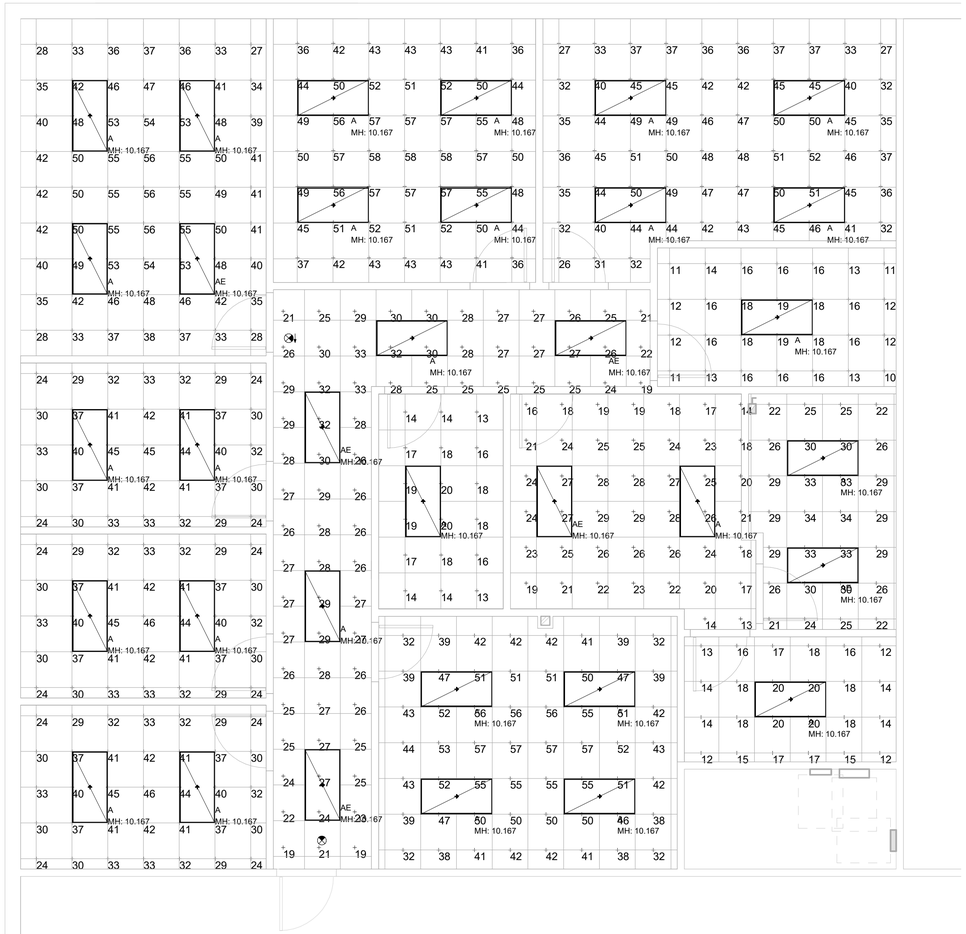
Scene: NORMAL

Symbol	Qty	Label	Manufacturer	Catalog Number	Mounting	Emergency	LLF	Luminaire Lumens	Luminaire Watts
▪	28	A	Lithonia Lighting	2BLT4 48L ADP GZ10 LP835	RECESSED MOUNT A.F.F.		0.855	4961	37.63
▪	6	AE	Lithonia Lighting	2BLT4 48L ADP LP835 ELTL	RECESSED MOUNT A.F.F.	BATTERY	0.855	4961	37.63

Calculation Summary: VILLAGE OF PALM SPRINGS FLEX SPACE - INTERIOR WEST PALM BEACH, FL 09/16/2021

Scene: NORMAL

Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
100 OFFICE 1_Workplane	Illuminance	Fc	34.40	46	24	1.43	1.92
101 OFFICE 2_Workplane	Illuminance	Fc	34.40	46	24	1.43	1.92
102 OFFICE 3_Workplane	Illuminance	Fc	34.37	45	24	1.43	1.88
103 CONFERENCE ROOM_Workplane	Illuminance	Fc	43.92	56	27	1.63	2.07
104 DIRECTOR'S OFFICE_Workplane	Illuminance	Fc	49.04	58	36	1.36	1.61
105 OFFICE 5_Workplane	Illuminance	Fc	41.49	52	26	1.60	2.00
106 CLOSET_Floor	Illuminance	Fc	14.79	19	10	1.48	1.90
107 SECURE FILE STORAGE_Floor	Illuminance	Fc	16.56	20	13	1.27	1.54
108 IT WORK AREA_Floor	Illuminance	Fc	22.34	29	13	1.72	2.23
109 SERVER ROOM_Floor	Illuminance	Fc	28.00	34	21	1.33	1.62
110 STORAGE_Floor	Illuminance	Fc	16.17	20	12	1.35	1.67
111 OFFICE 4_Workplane	Illuminance	Fc	46.41	57	32	1.45	1.78
CORRIDOR_Floor	Illuminance	Fc	26.50	33	19	1.39	1.74



NORTH

1 **NORMAL LIGHTING PHOTOMETRIC PLAN LEVEL 2**

1/4" = 1'-0"

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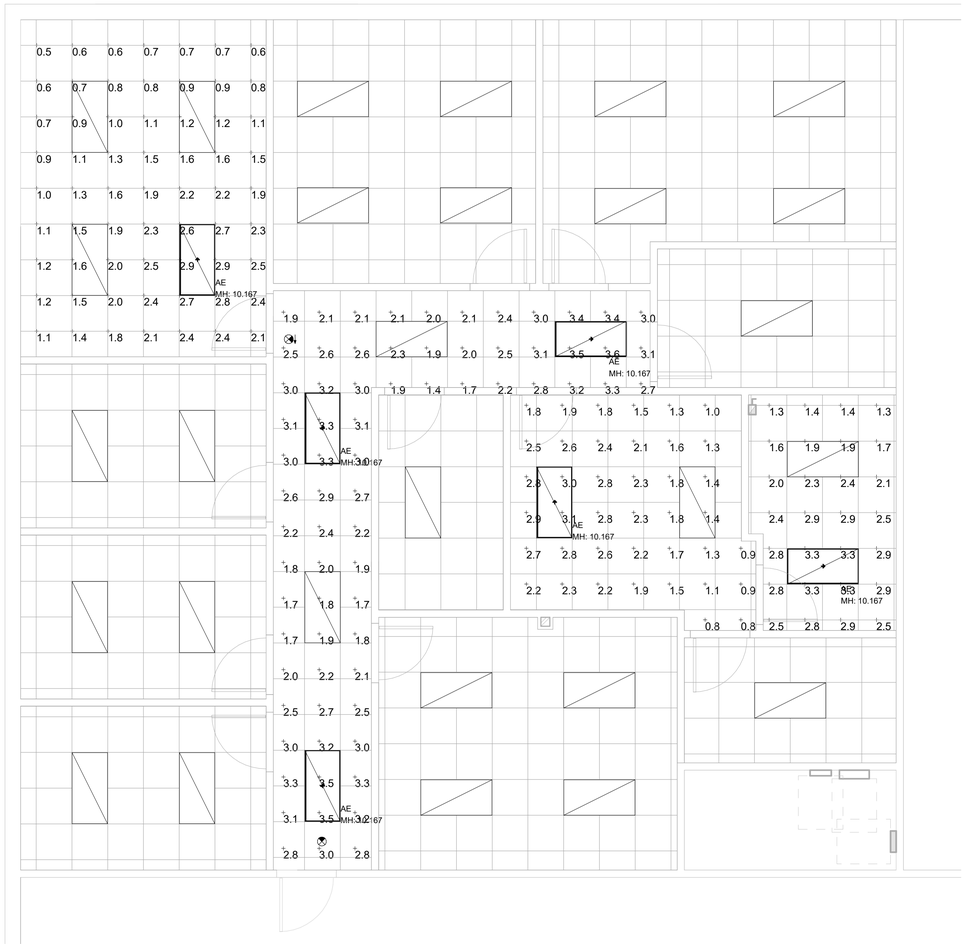
PHOTOMETRIC PLAN
NORMAL LIGHTING

PERMIT SET

E402

Luminaire Schedule: VILLAGE OF PALM SPRINGS FLEX SPACE - INTERIOR WEST PALM BEACH, FL 09/16/2021									
Scene: EMERGENCY									
	Qty	**Label**	**Manufacturer**	**Catalog Number**	**Mounting**	**Emergency**	**LLF**	**Luminaire Lumens**	**Luminaire Watts**
+	6	AE	Lithonia Lighting	2BLT4 48L ADP LP835 EL7L	RECESSED MOUNT A.F.F.	BATTERY	0.855	4961	37.63

Calculation Summary: VILLAGE OF PALM SPRINGS FLEX SPACE - INTERIOR WEST PALM BEACH, FL 09/16/2021							
Scene: EMERGENCY							
Label	**Calc Type**	**Units**	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
103 CONFERENCE ROOM_Floor	Illuminance	Fc	1.54	2.9	0.5	3.08	5.80
108 IT WORK AREA_Floor_1	Illuminance	Fc	1.95	3.1	0.8	2.44	3.88
109 SERVER ROOM_Floor_1	Illuminance	Fc	2.40	3.3	1.3	1.85	2.54
CORRIDOR_Floor_1	Illuminance	Fc	2.60	3.6	1.4	1.86	2.57



NORTH

1 **EMERGENCY LIGHTING PHOTOMETRIC PLAN LEVEL 2**

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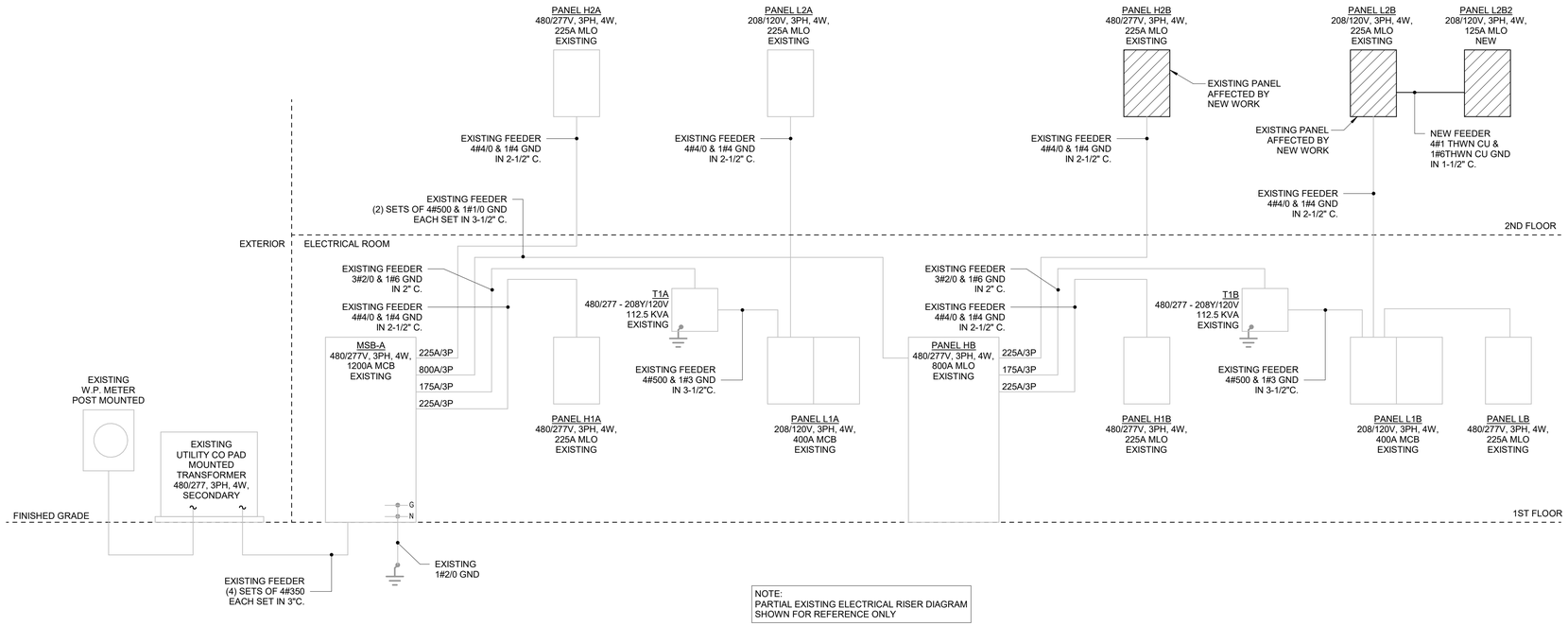
PHOTOMETRIC PLAN EMERGENCY LIGHTING

PERMIT SET

E403



NOTE:
PARTIAL EXISTING ELECTRICAL RISER DIAGRAM SHOWN FOR REFERENCE ONLY

ELECTRICAL POWER RISER DIAGRAM

NOT TO SCALE

ELECTRICAL RISER DIAGRAM SHEET NOTES

- A OVERCURRENT DEVICES OF ENTIRE DISTRIBUTION SYSTEM SHALL MEET STATED FAULT CURRENT VALUES WITH FULLY RATED EQUIPMENT.
- C REFER TO PANEL SCHEDULES FOR ADDITIONAL REQUIREMENTS. WHERE A DISCREPANCY EXISTS BETWEEN EQUIPMENT ON THE RISER DIAGRAM AND THE DETAILED SCHEDULES, THE ITEM OR ARRANGEMENT WITH BETTER QUALITY, GREATER QUANTITY, OR HIGHER COST SHALL BE USED.
- D ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- E GROUNDING ELECTRODE CONDUCTORS ARE EXISTING AND SIZES ARE NOT INDICATED ON THE RISER DIAGRAM. ELECTRICAL CONTRACTOR HALL FIELD VERIFY.

ELECTRICAL REMODEL NOTES

- A BRANCH CIRCUITING INDICATED ON PLANS AND SCHEDULES IS BASED UPON EXISTING PLANS AND SITE OBSERVATION, CONTRACTOR TO FIELD VERIFY.
- B PROVIDE TYPED CIRCUIT BOARD DIRECTORIES TO REFLECT AS-CONSTRUCTED CONDITIONS. FIELD VERIFY DURING CONSTRUCTION AND REVISE ACCORDINGLY.
- C PROVIDE NECESSARY DEMOLITION TO FACILITATE NEW CONSTRUCTION WORK ASSOCIATED WITH THIS PROJECT. COORDINATE OUTAGES WITH OWNER MINIMUM 72 HOURS IN ADVANCE. OWNER RETAINS RIGHT TO FIRST SALVAGE. PROVIDE DISPOSAL OF REMOVED MATERIAL. MAINTAIN CIRCUIT CONTINUITY AS REQUIRED.
- D IT IS THE INTENT OF THESE DIAGRAMMATIC DRAWINGS TO PROVIDE THE PROJECT SCOPE INCLUDING, BUT NOT LIMITED TO PHASED DEMOLITION AND NEW CONSTRUCTION. EXISTING INFORMATION INDICATED ON THESE PLANS DOES NOT REPRESENT ALL EXISTING CONDITIONS. THIS CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING CONDITIONS, SCOPE OF PHASING, AND PROJECT INTENT PRIOR TO BID SUBMISSION. NO EXTRA WILL BE ALLOWED DUE TO THE LACK OF KNOWLEDGE OF EXISTING CONDITIONS TO COORDINATE RELOCATION OF ELECTRICAL SYSTEMS AS REQUIRED.
- E PROVIDE CUTTING, PATCHING, AND RESTORATION OF FINISHES NECESSARY FOR WORK SURFACES DAMAGED BY THIS WORK AND SPACES AROUND CONDUITS PASSING THROUGH FLOORS AND WALLS SHALL BE NEATLY PATCHED AND FINISHED TO MATCH NEW/EXISTING. STRUCTURAL MEMBERS SHALL NOT BE CUT OR PENETRATED IN ANY MANNER. THE SPACES AROUND THE CONDUITS SHALL BE SEALED TO PREVENT ENTRANCE OF MOISTURE. PROVIDE FIRE STOPPING PER UL APPROVED METHODS.
- F REMOVE ABANDONED WIRING COMPLETE. AT CONTRACTORS OPTION, UTILIZE EXISTING ABANDONED RACEWAY TO EXTENT AVAILABLE. EXPOSED ABANDONED RACEWAY SHALL BE REMOVED.
- G COORDINATE WORK IN PHASES. WITH GENERAL CONTRACTOR AND OWNER TO FACILITATE DEMOLITION AND NEW CONSTRUCTION.
- H REMOVE ELECTRICAL RELATED EQUIPMENT (I.E JUNCTION BOXES, RECEPTACLES, SWITCHES, DEVICES, ETC...) AFFECTED/ABANDONED AS A RESULT OF DEMOLITION AND NEW CONSTRUCTION.

FAULT CURRENT CALCULATIONS

Maximum Available Fault Current (IAIC)

I SCA = (I AIC x M)

Where M = 1 / (1+f), and f = (1.732 x L x I AIC) / (C x n x E)

Point	Fault Location	Length, feet	Conductors size	# conductors per phase	Cu (1) Al (2)	Conduit Magnetic (1) Nonmagn. (2)	Voltage	Phase	"C" Value	Previous fault value	Fault value
U	Service Transformer Secondary Winding per XFMR size										36,500
1	MSB-A	150	350	4	1	2	480	3	22736	36,500	29,986
2	HB	225	500	2	1	1	480	3	22185	29,986	19,362
3	T1B PRIMARY	15	"2/0"	1	1	1	208	3	10755	19,362	15,807
4	L1B	5	500	1	1	1	208	1	22185	16,825	16,523
5	L2B	67	"4/0"	1	1	1	208	1	15082	16,523	12,213
6	L2B2	7	2	1	1	1	208	1	5906	12,213	11,419

For Second Transformer:

f = (I SCA pri x E PRI x 1.732 x (%Z)) / (100000 x KVA)

I SCA sec = (E pri x M x I SCA pri) /E sec

Point	Fault Location	Size, KVA	Primary voltage, V	Secondary Voltage, V	%Z		Phase		Previous fault value	Fault value
	T1B Secondary	112.5	480	208	1		3		15,807	16,825

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ELECTRICAL RISER DIAGRAM

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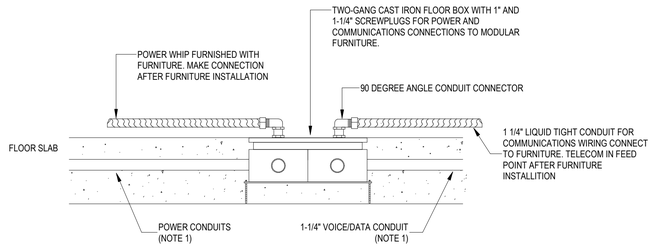
E601



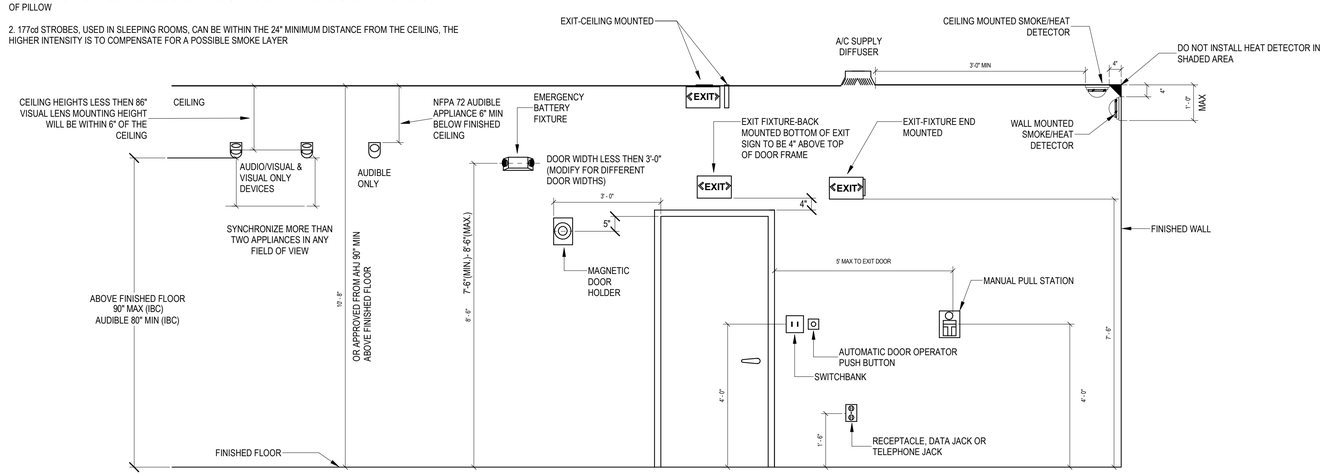
NOTES:
1. RUN AT UNDERSIDE OF SLAB, MAY REQUIRE X-RAYING DECK

1 / E701 FLOOR BOX DETAIL FOR MODULAR FURNITURE SYSTEMS
NTS

VISUAL MOUNTING APPLIANCE MOUNTING HEIGHT IN SLEEPING ROOMS:

1. MINIMUM DISTANCE IN SLEEPING ROOMS IS 24" FROM CEILING TO THE TOP OF LENS FOR 110cd STROBES WITHIN 16' OF PILLOW

2. 177cd STROBES, USED IN SLEEPING ROOMS, CAN BE WITHIN THE 24" MINIMUM DISTANCE FROM THE CEILING, THE HIGHER INTENSITY IS TO COMPENSATE FOR A POSSIBLE SMOKE LAYER



2 / E701 TYPICAL MOUNTING HEIGHTS
1/2" = 1'-0"

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CHECKED:	SH
REG PROJECT #:	19007.2

OWNERSHIP AND USE OF THESE DOCUMENTS & SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT THEY ARE MADE FOR IS EXECUTED OR NOT. THEY SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT BY OTHERS, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT.
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ELECTRICAL DETAILS

PERMIT SET

E701

Branch Panel: L2B

Location: Elec. Rm. **Volts:** 208Y/120 **A.I.C. Rating:** EXISTING
Supply From: L1B **Phases:** 3 **Mains Type:** MLO
Mounting: SURFACE **Wires:** 4 **Bus Rating:** 225 AMPS
Enclosure: NEMA1 **Ground Bus:** **GFP:**

Notes:
[1] EXISTING LOAD TO REMAIN. [2] NEW CIRCUIT BREAKER TO MATCH EXISTING PANELBOARD MAKE AND AIC RATING.
[3] UNKNOW LOAD EC TO FIELD VERIFY. [4] NEW LOAD

CCT	Count	Circuit Description	Load Type	Rating	Poles	A	B	C	A	B	C	Poles	Rating	Load Type	Circuit Description	Count	CCT
1	1	R- CORR. RM. 203 [1]	R	20 A	1	1200 VA			1200 VA			1	20 A	R	UNKNOWN LOAD [3]	1	2
3	1	R- CORR. RM. 208 [1]	R	20 A	1		1200 VA			1200 VA		1	20 A	R	UNKNOWN LOAD [3]	1	4
5	1	R- RM. 211, 212 [1]	R	20 A	1			1200 VA			1200 VA	1	20 A	R	UNKNOWN LOAD [3]	1	6
7	1	R- RM. 213, 214 [1]	R	20 A	1	1200 VA			1800 VA			1	30 A	R	UNKNOWN LOAD [3]	1	8
9	1	R- RM. 214, 218 [1]	R	20 A	1		1200 VA			1800 VA		1	30 A	R	UNKNOWN LOAD [3]	1	10
11	1	R- RM. 219, 221 [1]	R	20 A	1			1200 VA			1200 VA	1	20 A	R	UNKNOWN LOAD [3]	1	12
13	1	R- RM. 209 [1]	R	20 A	1	1200 VA			--			1	--	--	SPACE	--	14
15	1	R- RM. 209 [1]	R	20 A	1		1200 VA			--		1	--	--	SPACE	--	16
17	1	R- RM. 209 [1]	R	20 A	1			1200 VA			--	1	--	--	SPACE	--	18
19	--	SPARE	--	20 A	1	0 VA			--			1	--	--	SPACE	--	20
21	1	R- ROOF [1]	R	20 A	1		1200 VA			--		1	--	--	SPACE	--	22
23	1	BAS PANEL [1]	R	20 A	1			1200 VA			--	1	--	--	SPACE	--	24
25	1	CARD READER [1]	R	20 A	1	1200 VA			--			1	--	--	SPACE	--	26
27	1	R- RM. 246, 247 [1]	R	20 A	1		1200 VA			--		1	--	--	SPACE	--	28
29	1	R- RM. 247, 248 [1]	R	20 A	1			1200 VA			--	1	--	--	SPACE	--	30
31	1	R- RM. 249, 250 [1]	R	20 A	1	1200 VA			--			1	--	--	SPACE	--	32
33							1733 VA			--		1	--	--	SPACE	--	34
35	1	R- UPS [1]	R	30 A	3			1733 VA			11205...	3	125 A	Spare; AC; R	**L2B2 [2] [4]**	1	36
37						1733 VA			10613...								38
39	1	UNKNOWN LOAD [3]	R	20 A	1		1200 VA			12362...							40
41	1	UNKNOWN LOAD [3]	R	20 A	1			1200 VA			1200 VA	1	20 A	R	UNKNOWN LOAD [3]	1	42
					Total...	21347 VA			24295 VA			23738 VA					
					Total...	177.9 A			205.5 A			200.9 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
AC	17830 VA	100.00%	17830 VA		
R	51550 VA	59.70%	30775 VA	**Total Conn. Load:**	69380 VA
				Total Est. Demand:	48605 VA
				Total Conn.:	192.6 A
				Total Est. Demand:	134.9 A

Notes:
Motor = LARGEST MOTOR
MN = MOTOR (NON-SEASONAL)
L = LIGHTING (CONTINUOUS)
R = RECEPTACLE
C = CONTINUOUS
PN = POWER NON-SEASONAL (NON-CONTINUOUS)
VT = VERTICAL TRANSPORTATION

Branch Panel: H2B

Location: Elec. Rm. **Volts:** 480Y/277 **A.I.C. Rating:** EXISTING
Supply From: HB **Phases:** 3 **Mains Type:** MLO
Mounting: SURFACE **Wires:** 4 **Bus Rating:** 225 AMPS
Enclosure: NEMA1 **Ground Bus:** **GFP:**

Notes:
[1] EXISTING LOAD TO REMAIN. [2] NEW CIRCUIT BREAKER TO MATCH EXISTING PANELBOARD MAKE AND AIC RATING.
[3] UNKNOW LOAD EC TO FIELD VERIFY. [4] NEW LOAD

CCT	Count	Circuit Description	Load Type	Rating	Poles	A	B	C	A	B	C	Poles	Rating	Load Type	Circuit Description	Count	CCT
1	1	L- 205,206,207,208,209,211 [1]	L	20 A	1	900 VA			900 VA			1	20 A	L	L- CORRIDOR EXIT [1]	1	2
3	1	L- RM. 203 CORRIDOR [1]	L	20 A	1		900 VA			0 VA		1	20 A	--	SPARE	--	4
5	1	L- 217,212,213,214,218 [1]	L	20 A	1			900 VA			0 VA	1	20 A	--	SPARE	--	6
7	1	L- 246-250 [1]	L	20 A	1	900 VA			900 VA			1	20 A	L	L- EMERGENCY [1]	1	8
9	49	**L- RENOVATION [2] [4]**	L	20 A	1		1302 VA			--		1	--	--	SPACE	--	10
11	--	SPACE	--	--	1			--			--	1	--	--	SPACE	--	12
13	--	SPACE	--	--	1	--			--			1	--	--	SPACE	--	14
15	--	SPACE	--	--	1		--			--		1	--	--	SPACE	--	16
17	--	SPACE	--	--	1			--			--	1	--	--	SPACE	--	18
19	--	SPACE	--	--	1	--			--			1	--	--	SPACE	--	20
21	--	SPACE	--	--	1		--			--		1	--	--	SPACE	--	22
23	--	SPACE	--	--	1			--			--	1	--	--	SPACE	--	24
25	--	SPACE	--	--	1	--			--			1	--	--	SPACE	--	26
27	--	SPACE	--	--	1		--			--		1	--	--	SPACE	--	28
29	--	SPACE	--	--	1			--			--	1	--	--	SPACE	--	30
31						2667 VA			5333 VA								32
33	1	SPB [1]	L	20 A	3		2667 VA			5333 VA		3	40 A	L	AHU 2-1 [1]	1	34
35								2667 VA			5333 VA						36
37						4000 VA			4000 VA								38
39	1	SPB [1]	L	30 A	3		4000 VA			4000 VA		3	30 A	L	SPB [1]	1	40
41								4000 VA			4000 VA						42
					Total...	19600 VA			18202 VA			16900 VA					
					Total...	71.5 A			66.4 A			61.0 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
L	54702 VA	125.00%	68378 VA		
				Total Conn. Load:	54702 VA
				Total Est. Demand:	68378 VA
				Total Conn.:	65.8 A
				Total Est. Demand:	82.2 A

Notes:
Motor = LARGEST MOTOR
MN = MOTOR (NON-SEASONAL)
L = LIGHTING (CONTINUOUS)
R = RECEPTACLE
C = CONTINUOUS
PN = POWER NON-SEASONAL (NON-CONTINUOUS)
VT = VERTICAL TRANSPORTATION

MECHANICAL EQUIPMENT SCHEDULE

ID	LOCATION NAME	LOCATION NO.	EQUIPMENT INFORMATION REAL POWER	FLA	MCA	MOCP	VOLT	PH	CIRCUIT INFORMATION PANEL	NO	APPARENT LOAD	WIRE & CONDUIT SIZE	REMARKS
SPLIT SYSTEM													
CU-1	ROOF		2163 W	10.4 A	13.0 A	15.0 A	208 V	1	L2B2	5,7	2163 VA	2#12,#12G,1/2"C	PROVIDE NEMA 3R DISCONNECT SWITCH.
FCU-1	SERVER ROOM	109	166 W	0.8 A	1.0 A	15.0 A	208 V	1	L2B2	1,3	166 VA	2#12,#12G,1/2"C	DISCONNECT SWITCH FURNISH BY MANUFACTURER.
VAV CONTROL BOX													
VAV-1	OFFICE 4	111	5000 W	24.0 A	30.0 A	30.0 A	208 V	1	L2B2	9,11	5000 VA	2#10,#10G,3/4"C	DISCONNECT SWITCH FURNISH BY MANUFACTURER.
VAV-2	CORRIDOR		3500 W	16.8 A	21.0 A	25.0 A	208 V	1	L2B2	13,15	3500 VA	2#12,#12G,1/2"C	DISCONNECT SWITCH FURNISH BY MANUFACTURER.
VAV-3	CORRIDOR		3500 W	16.8 A	21.0 A	25.0 A	208 V	1	L2B2	21,23	3500 VA	2#12,#12G,1/2"C	DISCONNECT SWITCH FURNISH BY MANUFACTURER.
VAV-4	CORRIDOR		3500 W	16.8 A	21.0 A	25.0 A	208 V	1	L2B2	17,19	3500 VA	2#12,#12G,1/2"C	DISCONNECT SWITCH FURNISH BY MANUFACTURER.

Branch Panel: L2B2

Location: Elec. Rm. **Volts:** 208Y/120 **A.I.C. Rating:** 22,000 AMPS SYMMETRICAL
Supply From: L2B **Phases:** 3 **Mains Type:** MLO
Mounting: SURFACE **Wires:** 4 **Bus Rating:** 125 AMPS
Enclosure: NEMA1 **Ground Bus:** **GFP:**

Notes:
NEW PANELBOARD

CCT	Count	Circuit Description	Load Type	Rating	Poles	A	B	C	A	B	C	Poles	Rating	Load Type	Circuit Description	Count	CCT
1	1	FCU-1	AC	15 A	2	83 VA			1260 VA			1	20 A	R	R- OFFICE 1, 2 [2]	7	2
3							83 VA			1440 VA		1	20 A	R	R- OFFICE 2, 3 [2]	8	4
5	1	CU-1	AC	15 A	2			1082 VA			1620 VA	1	20 A	R	R- OFFICE 4 [2]	9	6
7						1082 VA			1260 VA			1	20 A	R	R- CONFERENCE ROOM [2]	7	8
9	1	VAV-1	AC	30 A	2		2500 VA			720 VA		1	20 A	R	R- CONFERENCE ROOM [2]	2	10
11								2500 VA			1080 VA	1	20 A	R	R- DIRECTOR'S OFFICE [2]	6	12
13	1	VAV-2	AC	25 A	2	1750 VA			1440 VA			1	20 A	R	R- OFFICE 5 [2]	8	14
15							1750 VA			750 VA		1	20 A	R	R- COPY/ PRINTER [2]	1	16
17	1	VAV-4	AC	25 A	2			1750 VA			1080 VA	1	20 A	R	R- CORRIDOR/ STO [2]	6	18
19						1750 VA			1080 VA			1	20 A	R	R- WORKSTATIONS [2]	6	20
21	1	VAV-3	AC	25 A	2		1750 VA			720 VA		1	20 A	R	R- WORKSTATIONS [2]	4	22
23								1750 VA			1500 VA	1	20 A	R	R- DATA RACK [2]	1	24
25	--	SPARE	--	20 A	1	0 VA			1500 VA			1	20 A	R	R- DATA RACK [2]	1	26
27	--	SPARE	--	20 A	1		0 VA			900 VA		1	20 A	R	R- IT WORK/ SERVER RM. [2]	5	28
29	--	SPARE	--	20 A	1			0 VA			0 VA	1	20 A	--	SPARE	--	30
31	--	SPARE	--	20 A	1	0 VA			0 VA			1	20 A	--	SPARE	--	32
33	--	SPARE	--	20 A	1		0 VA			0 VA		1	20 A	--	SPARE	--	34
35	--	SPARE	--	20 A	1			0 VA			0 VA	1	20 A	--	SPARE	--	36
37	--	SPARE	--	20 A	1	0 VA			0 VA			1	20 A	--	SPARE	--	38
39	--	SPARE	--	20 A	1		0 VA			0 VA		1	20 A	--	SPARE	--	40
41	--	SPARE	--	20 A	1			0 VA			0 VA	1	20 A	--	SPARE	--	42
					Total...	11205 VA			10613 VA			12362 VA					
					Total...	94.1 A			88.4 A			103.8 A					

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
AC	17830 VA	100.00%	17830 VA		
R	16350 VA	80.58%	13175 VA	**Total Conn. Load:**	34180 VA
				Total Est. Demand:	31005 VA
				Total Conn.:	94.9 A
				Total Est. Demand:	86.1 A

Notes:
Motor = LARGEST MOTOR
MN = MOTOR (NON-SEASONAL)
L = LIGHTING (CONTINUOUS)
R = RECEPTACLE
C = CONTINUOUS
PN = POWER NON-SEASONAL (NON-CONTINUOUS)
VT = VERTICAL TRANSPORTATION

GENERAL DISCLAIMER:

ANY CHANGES, TO THE SYSTEM COVERED BY THESE PLANS WITHOUT PRIOR APPROVAL OF THE ENGINEER WHO PREPARED THESE PLANS, WILL NULL AND VOID THESE PLANS AND THE REVISED INSTALLATION. IN ADDITION, ALL EXPENSES ASSOCIATED WITH RETURNING THE SYSTEM TO ITS ORIGINAL DESIGN WILL BE THE REPONSIBILITY OF THE COMPANY WHICH APPROVED THESE CHANGES. FINAL BID TO INCLUDE PERMIT COMMENTS.

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CORP# AA0002447
Est. 1988
Rick Gonzalez, AIA
President
FL License AR0014172
120 South Olive Ave. Ste. 210,
West Palm Beach, FL 33401
P (561) 659-2383
www.regarchitects.com

Village of Palm Springs - Flexspace

226 Cypress Lane, Palm Springs, FL 33461

No: Date: Description:

DATE:	10/06/2021
DESIGNER:	JVS
MODELED:	JVS
CHECKED:	SH
REG PROJECT #:	19007.2

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ELECTRICAL SCHEDULES

PERMIT SET

E801

CONTRACT DOCUMENTS

Village Hall N Flex Space Buildout

BID NO.: 2022B-002

VILLAGE OF PALM SPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:
WANTMAN GROUP, INC.
2035 VISTA PARKWAY • WEST PALM BEACH, FL 33411
PH. (561) 687-2220

BID SET

PROJ NO: 3527.00 / 19007.2
DATE: OCTOBER 6, 2021

SECTION 00020

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PART 1

BIDDING REQUIREMENTS

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

ITB NO. 2022-002
VILLAGE HALL N. FLEX SPACE BUILDOUT

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Village Hall N Flex Space Buildout** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 PM** local time on **January 12, 2022**. At **2:30 PM** all Bids received before the deadline will be publicly opened and read. The Project consists of building out **NEW OFFICES ON THE SECOND FLOOR OF THE UNFINISHED N. SIDE FLEX SPACE AT VILLAGE HALL**.

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from **REG Architects, Inc.**, 120 South Olive Ave, Ste. 210, West Palm Beach, Fl. 33401 on **Mondays through Fridays** between the hours of **9:00 AM to 5:00 PM**. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of $ **5** . Shipping via overnight express service is ¢ **50** per mile. Alternatively, printed Bidding Documents may be obtained from **REG Architects, Inc.** either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ **11** per set, payable to **"REG Architects, Inc."**.

A pre-bid conference will be held at **2:00 PM** local time on **December 21, 2021,** at the **Village of Palm Springs Council Chambers at 226 Cypress Lane, Palm Springs FL 33461**. Attendance at the pre-bid conference **is *mandatory***.

Mandatory Pre-Bid Conference – December 21, 2021, at 2:00 PM

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

- Registration: https://attendee.gotowebinar.com/register/6828830744655438861 Web ID# 341-967-163
- Phone: United States 1 (562) 247-8321 Web ID# 201-503-611

Bid Opening – January 12, 2022, at 2:30 PM

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

- Registration: https://attendee.gotowebinar.com/register/5710172221393377549 Web ID# 252-773-051
- Phone: United States 1 (562) 247-8321 Web ID# 178-374-941

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **January 4, 2022** at **5:00 PM** local time.

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 limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner:	**Village of Palm Springs**
By:	**Kimberly Wynn**
Title:	**Village Clerk**
Date:	**December 9, 2021**
Publication:	Lake Worth Herald, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida contractor license number.

C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as one similar in scope and size.

E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions – N/A

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

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

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of

the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or

other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and

qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.

15.05 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 Scrutinized Companies Certification Form
Current Certificate of Insurance

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: **Village Hall N Flex Space Buildout**

Bid Number: **ITB #2022B-002**

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. __ Completed Section 00400 - Bid Submission Checklist
2. __ Completed Section 00410 - Bid Form
3. __ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. __ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. __ Completed Section 00440 - Florida Trench Safety Act Certification
6. __ Completed Section 00451 - Qualifications Statement
7. __ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. __ Completed Section 00453 - Non-Collusive Affidavit
9. __ Completed Section 00454 - Drug-Free Workplace Certificate
10. __ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. __ Completed Section 00456 – Scrutinized Companies
12. __ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. __ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. __ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum, Date**
_____	_____
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has 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.

E. 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.

F. 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.

G. 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.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Lump Sum Bid Price	$
Lump Sum Contingency Allowance	$ 20,000.00

Total of All Lump Sums $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **120** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[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]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
Village of Palm Springs
226 Cypress Lane
Palm Springs Fl. 33461

BID
Bid Due Date:
Description: **Village Hall N Flex Space Buildout**

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	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.

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.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1) _____	_____
(2) _____	_____
(3) _____	_____
(4) _____	_____
(5) _____	_____
(6) _____	_____
(7) _____	_____

BIDDER: _____

By: _____

Name: _____

Title: _____

Date: _____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ _____
2. Special Shoring	$ _____

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: Village Clerks Office

3. SUBMITTED FOR: Village Hall N Flex Space Buildout

Owner: Village of Palm Springs

Project Name: Village Hall N Flex Space Buildout

ITB #2022B-002

TYPE OF WORK: Buildout of New Offices in the N End Second Floor

Unfinished Flex Space at Village Hall

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ 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: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

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.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 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.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

EJCDC® C-451, Qualifications Statement.
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

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

Pursuant to bidding requirements for the work titled "Village Hall N Flex Space Buildout ,"

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is _____(officer's title) of _____(company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

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

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

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

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

PART 2

CONTRACT FORMS

NOTICE OF AWARD

Date of Issuance:

Owner:	Village of Palm Springs	Owner's Task Order No.:	289
Engineer:	WGI	Engineer's Project No.:	3527.00
Project:	**Village Hall N Flex Space Buildout**		
Bidder:			
Bidder's Address:			

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Village Hall N Flex Space Buildout**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **REG Architects**.

3.02 The Owner has retained **Wantman Group, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120** 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 **150** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ **500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ **200** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *1* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 14, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
    a. None.
5. General Conditions (pages 1 to 65, 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 the Drawings listed on the attached sheet index.
9. Addenda (numbers ___ to ___, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts,

transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company 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. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. 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.

10.10 *Public Records*

A. The 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:

1. Keep and maintain public records required by the Village to perform the service.

2. 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

    a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

    a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

    b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

    c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

    d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

    e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

    f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

        1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

        2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after

completion of the Contract. 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.

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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.

10.22 *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.

10.23 *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 Statues, 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.

10.24 *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.

10.25 *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.

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SIGNATURE PAGE TO FOLLOW

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:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____
(where applicable)

Architectural Sheet Index	
Sheet Number	Sheet Name
A-0.00	Cover Sheet
A-0.01	Architectural Information
A-1.00	Architectural Site Plan
A-1.01	Work Location
A-1.10	Life Safety Plan
A-1.20	Proposed Floor Plan
A-1.30	Proposed Ceiling Plan
A-4.00	Enlarged Floor Plans
A-5.00	Interior Elevations & Door Schedule
A-6.00	Finish Plan
E000	Electrical Cover Sheet
E301	Power, Data and Fire Alarm Level 2 Floor Plan
E401	Lighting Level 2 RCP
E402	Photometric Plan Normal Lighting
E403	Photometric Plan Emergency Lighting
E601	Electrical Riser Diagram
E701	Electrical Details
E801	Electrical Schedules
M000	Mechanical Cover Sheet
M301	Mechanical Level 2 Floor Plan
M701	Mechanical Details
M801	Mechanical Schedules

NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:	289
Contractor:		Contractor's Project No.:	
Engineer:	WGI	Engineer's Project No.:	3527.00
Project:	**Village Hall N Flex Space Buildout**		
Effective Date of Contract:			

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

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

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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PART 3

CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall only be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – PRELIMINARY MATTERS

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company

licensed to transact such business in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute non-responsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:

K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.

L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.

O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year's Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)"

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

SC-7.11 Record Documents

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

SC-7.12 Safety and Protection

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,

claims, or potential claims shall be reported promptly to Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-7.18 Indemnification

SC-7.18 Delete in its entirety

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ", provided the Contractor makes no reasonable objection."

SC-9.11 Evidence of Financial Arrangements

SC-9.11 Delete in its entirety

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. **Liaison:**

   a. **Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**

   b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

   c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**

5. **Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

6. **Shop Drawings and Samples:**

   a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

   b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

   c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**

7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

8. **Review of Work and Rejection of Defective Work:**

   a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

   b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

9. **Inspections, Tests, and System Start-ups:**

   a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

b. **Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

10. **Records:**

    a. **Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**

13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a**

final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

SC-12.01 Claims

SC 12.01.B **Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".**

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

SC 13.01.B.5.c **Add the following to the end of Paragraph 13.01.B.5.c:**

In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.

SC 13.01.B.5.f **Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."**

SC 13.01.B.5.i **Add the following new paragraphs immediately after paragraph 13.01.B.5.i:**

j. The cost of compliance with current local, state and federal safety regulations.

SC-13.03 Unit Price Work

SC 13.03.E **Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC 13.03.E **Add the following new paragraphs immediately after Paragraph 13.03.E:**

F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:

After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

PART 4

MISCELLANEOUS DOCUMENTS

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Village of Palm Springs	From (Contractor):	Via (Engineer): WGI
Project: **Village Hall N Flex Space Buildout**	Contract:	
Owner's Task Order No.: 289	Contractor's Project No.:	Engineer's Project No.: 3527.00

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE		**$**
2. Net change by Change Orders		**$**
3. Current Contract Price (Line 1 ± 2)		**$**
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)		**$**
5. RETAINAGE:		
a.	**X** _____ **Work Completed**	**$**
b.	**X** _____ **Stored Material**	**$**
c. Total Retainage (Line 5.a + Line 5.b)		**$**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		**$**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		**$**
8. AMOUNT DUE THIS APPLICATION		**$**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)		**$**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D				
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Village of Palm Springs	Owner's Task Order No.:	289
Contractor:		Contractor's Project No.:	
Engineer:	WGI	Engineer's Project No.:	3527.00
Project:	**Village Hall N Flex Space Buildout**		

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Work Change Directive No.

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 289

Contractor: Contractor's Project No.:

Engineer: WGI Engineer's Project No.: 3527.00

Project: **Village Hall N Flex Space Buildout**

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

Change Order No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 289

Contractor: Contractor's Project No.:

Engineer: WGI Engineer's Project No.: 3527.00

Project: **Village Hall N Flex Space Buildout**

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Field Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	289
Contractor:		Contractor's Project No.:	
Engineer:	WGI	Engineer's Project No.:	3527.00
Project:	**Village Hall N Flex Space Buildout**		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

Allowance Release No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 289

Contractor: Contractor's Project No.:

Engineer: WGI Engineer's Project No.: 3527.00

Project: **Village Hall N Flex Space Buildout**

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

$_____

[Increase] [Decrease] from previously approved Allowance Release No. ___ to No. ___:

$_____

Construction Allowance prior to this Allowance Release:

$_____

[Increase] [Decrease] of this Allowance Release:

$_____

Construction Allowance incorporating this Allowance Release:

$_____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

226 Cypress Lane
Palm Springs, Fl. 33461
Tel: 561.584.8200
Fax: 561.304.4608
www.vpsfl.org

REQUEST FOR INFORMATION
No.001

TITLE: _____ **DATE:** _____

PROJECT: **Village Hall N Flex Space Buildout**

TO: _____ **TASK ORDER #:** 289

_____ **STARTED:** _____

_____ **COMPLETED:** _____

_____ **REQUIRED:** _____

REQUEST:

Requested By: _____ **Date:** _____

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____

Signed By: _____

Print Name: _____

REG
Architects
Interiors
Planners
AA0002447

January 25, 2022

Mr. Walt Sanchez
Public Service Project Manager
The Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

RE: General Bid Review – Village of Palm Springs Flex Space REG Project #19007.2

Dear Mr. Sanchez,

REG Architects, Inc. (REG) offers the following general comparison of 4 submitted bids for the above-mentioned project based on the current construction documents scope of work. (See EXHIBIT-A)

This general comparison of the bids for the Village of Palm Springs (VPS) is based on information provided in the bid packages by the General Contractors and is provided to VPS for review purposes only. REG has no control over the cost of labor, materials, equipment, services, competitive bidding, or market conditions, and therefore does not guarantee the accuracy of these bids.

REG makes no definitive approvals or assumptions on the other three bidders, but we recommend "Good News Development Inc" be rejected or asked for clarification on their bid package as it is our professional opinion that their submittal is unclear and incomplete. This Opinion represents REG's best judgment as a design professional based on information known to REG at the time the Opinion is made. The Opinion is supplied to the Village of Palm Springs for guidance only. VPS is responsible to exercise due diligence to thoroughly review the submitted bids, and to also research and verify bidder references as required.

Sincerely,

REG Architects, Inc.

Rick Gonzalez, AIA
President

cc: Colin Price, Vice President, REG Architects, Inc.
Christine Merrell, RA, Project Manager, REG Architects, Inc.
Electronic File

EXHIBIT-A

Palm Springs Village Hall N Flex Space Buildout Bid Comparison

INTERTECH CONSTRUCTION

A) **PROJECT COST:**
$333,212.04 + $20,000 (contingency) = **$353,212.04**
NOTE:
Project Price Breakdown not provided

B) **CONTINGENCY ALLOWANCE:** **Included**
$20,000

C) **PROJECT SCHEDULING:**
120 Calendar Days **Substantial Completion**
150 Calendar Days **General Condition Completion**
Article 6 of Bid form provided/acknowledged

D) **WORK EXPERIENCE:** **Good**
Extensive work experience provided
Relevant experience include Interior Office Renovations and multiple commercial projects including Financial institutions, Medical Offices, Restaurants and High end Retail

E) **PREVIOUS PROJECTS COST:** **Weak**
Not enough past project pricing provided in bid package
Note: 2 listed projects range from $290,000 to $432,000
Note: Based on project types listed, construction cost could be over $1,000,000 for some of the provided reference projects.

F) **COMPANY/EMPLOYEE EXPERIENCE:** **Good**
Company 49 Years./Florida Corporation 3 Years.
CM/PM/Superintendent from 7 Years to 33 Years

G) **SUBCONTRCATOR LIST:** **Good**
Subcontractors list provided

H) **REFERENCES:** **Provided**

RALPH DELLA-PIETRA INC.

A) **PROJECT COST:**
$305,967 + $20,000 (contingency) = **$325,967.00**
NOTE:
Project Price Breakdown not provided

B) **CONTINGENCY ALLOWANCE:** **Included**
$20,000

C) **PROJECT SCHEDULING:**
120 Calendar Days **Substantial Completion**
150 Calendar Days **General Condition Completion**
Article 6 of Bid form provided/acknowledged

D) **WORK EXPERIENCE:** **Good**
Extensive work experience provided
Relevant work experience include Interior Renovations for offices & schools
NOTE: Company has City Projects experience & New Construction Experience

E) **PREVIOUS PROJECTS COST:** **Provided**
Projects range from $314,000 to multiple projects over $1,000,000 in construction cost

F) **COMPANY/EMPLOYEE EXPERIENCE:** **Good**
Company/Florida Corporation 35 Years.
CM/PM/Superintendent from 17 Years to 30 Years

G) **SUBCONTRCATOR LIST:** **Good**
Subcontractors list provided

H) **REFERENCES:** **Provided**

E+F FLORIDA ENTERPRISES INC.

A) **PROJECT COST:**
$289,300 + $20,000 (contingency) = **$309,300.00**
NOTE:
Project Price Breakdown not provided

B) **CONTINGENCY ALLOWANCE:** **Included**
$20,000

C) **PROJECT SCHEDULING:**
120 Calendar Days **Substantial Completion**
150 Calendar Days **General Condition Completion**
Article 6 of Bid form provided/acknowledged

D) **WORK EXPERIENCE:** **Good**
Extensive work experience provided
Relevant work experience include Interior Office Renovations
NOTE: Company has city projects experience

E) **PREVIOUS PROJECTS COST:** **Provided**
Based on list of submitted completed project price, past project budget varies from $26,000 to $547,000

F) **COMPANY/EMPLOYEE EXPERIENCE:** **Good**
Company/Florida Corporation 18 Years.
CM/PM/Superintendent from 10 Years to 22 Years

G) **SUBCONTRCATOR LIST:** **Good**
Subcontractors list provided

H) **REFERENCES:** **Provided**

GOOD NEWS DEVELOPMENT INC.

A) **PROJECT COST:**
$239,912 (contingency not added) **$239,912.00**
NOTE:
Project cost could be $259,912 with added Contingency
Project Price Breakdown Provided

B) **CONTINGENCY ALLOWANCE:** **Not Included**
$20,000

C) **PROJECT SCHEDULING:**
120 Calendar Days **Not Acknowledged**
150 Calendar Days **Not Acknowledged**
Article 6 of Bid form not provided/acknowledged

D) **WORK EXPERIENCE:** **Weak**
Experience include Interior Office Renovations
NOTE: Most of the company's relevant experience seems to be outside of the state of Florida

E) **PREVIOUS PROJECTS COST:** **Provided**
Relevant projects range from $35,000 to $530,000 in construction cost

F) **COMPANY/EMPLOYEE EXPERIENCE:** **Unclear**
GOOD NEWS DEVELOPMENT seems to have been incorporated in Florida in 2020
GC Holds North Carolina License. Created Joint Venture with another Florida company stated as of January 1st 2022 to provide licensing and possible other services for this project.
Owner & PM/20 Year
NOTE: Other staff not listed)

G) **SUBCONTRCATOR LIST:** **Weak**
Subcontractors list incomplete

H) **REFERENCES:** **Not Provided**

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

VILLAGE HALL N FLEX SPACE BUILDOUT

Addendum No. 1

December 27, 2021

BIDS DUE: 2:00 PM, Local Time, January 12, 2022

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 **VILLAGE HALL N FLEX SPACE BUILDOUT** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. None

IN THE ADVERTISEMENT TO BID

1. The new deadline for submission of questions is January 7, 2022 at 5:00 pm local time.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2021.

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 DETAIL - SPACES WITH NEW WALLS COMPLETE

ATTACHMENT 3 ORIGINAL STRUCTURAL 2ND FL DECK PLAN & DETAIL PAGE

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: Do you know the existing Luxury Vinyl Plank (LVT) brand & style to match the community room? If not is there a manufacture/color you could provide for the bid?

Response 1: **The existing flooring material is a Shannon Tuf Stuf Woodland Path Boxelder WP57006.**

Question 2: Electrical Floor box shown on plans shows being fed from conduit going through the slab. Is the 2nd floor slab being cut? On sheet A1.10 there is a note at the top of floor plan that says 3" LW Concrete on 2" metal decking.

Response 2: **Existing 4" concrete deck consists of 2-1/2" concrete over 1-1/2" metal deck. See attached structural details. Contractor is suggested to visit the space to determine the best way to accomplish the floor box installation with the least amount of disruption/destruction. The consultation of a structural engineer may be necessary, and any associated costs are inherent to performing this work.**

Question 3: Will the GC be responsible for the data work? Is the GC to only provide conduit for the new data drops?

Response 3: **GC to provide conduit and pull strings only. This work to be coordinated with the Village's selected data cabling vendor.**

Question 4: Will the GC need to include Fire Sprinklers for the area of buildout?

Response 4: **Yes, the GC will have to modify existing fire sprinkler system in the space to accommodate the new office space layouts. The GC will also have to provide a dry suppression system in the server room which will need to be reviewed and approved by the Village during the submittal process.**

Question 5: Will there be a chance to review the site? Is a site visit possible? Who do we coordinate a site visit with?

Response 5: **Yes, a site visit is heavily encouraged. This is to be coordinated through the Village Clerk via email (kwynn@vpsfl.org).**

Question 6: Are there any building permit fees associated with the project?

Response 6: **Permit fees will be waived for permits from the Village of Palm Springs. PBC Fire on the other hand does have permit fees associated with any reviews.**

Question 7: What is the budget for the project? What is the estimated job cost?

Response 7: **The budget for the project is $230,000.00**

Question 8: Will there be a separate fire suppression system required for the server room?

Response 8: **Yes, a dry fire suppression system will be required for the server room. A system like the FIKE SHP PRO FM-200 Clean Agent system or an equal appropriate for the space will be considered.**

Question 9: For offices on the left side of the corridor (offices 100, 101, 102, 103), those offices have been roughed in (framing, drywall, rough electrical) just needs finishing and painting, correct?

Response 9: **That is correct. It is heavily encouraged to visit the site and familiarize yourself with what's in place and what requires finishing.**

Question 10: What are the liquidated damages for the project?

Response 10: **The liquidated damages as indicated in the included construction agreement within the bid package, under sections 4.03.A.1 and 4.03.A.2, states $500 for ea. day you go beyond the substantial completion date and $200 for ea. day beyond final completion.**

ATTACHMENT 2

DETAIL - SPACES WITH NEW WALLS COMPLETE

Notes:

1. Areas marked out in (rooms 100, 101, 102, 103, and main corridor running east to west only) are already framed out, drywalled, and mostly finished. Some final sanding and finishing is still required to make it paint ready. Pricing should be adjusted accordingly. Five (5) Doors and frames have also been purchased for these areas and will need to be installed, adjusted, and painted. Remainder of doors to be supplied and installed by Contractor.

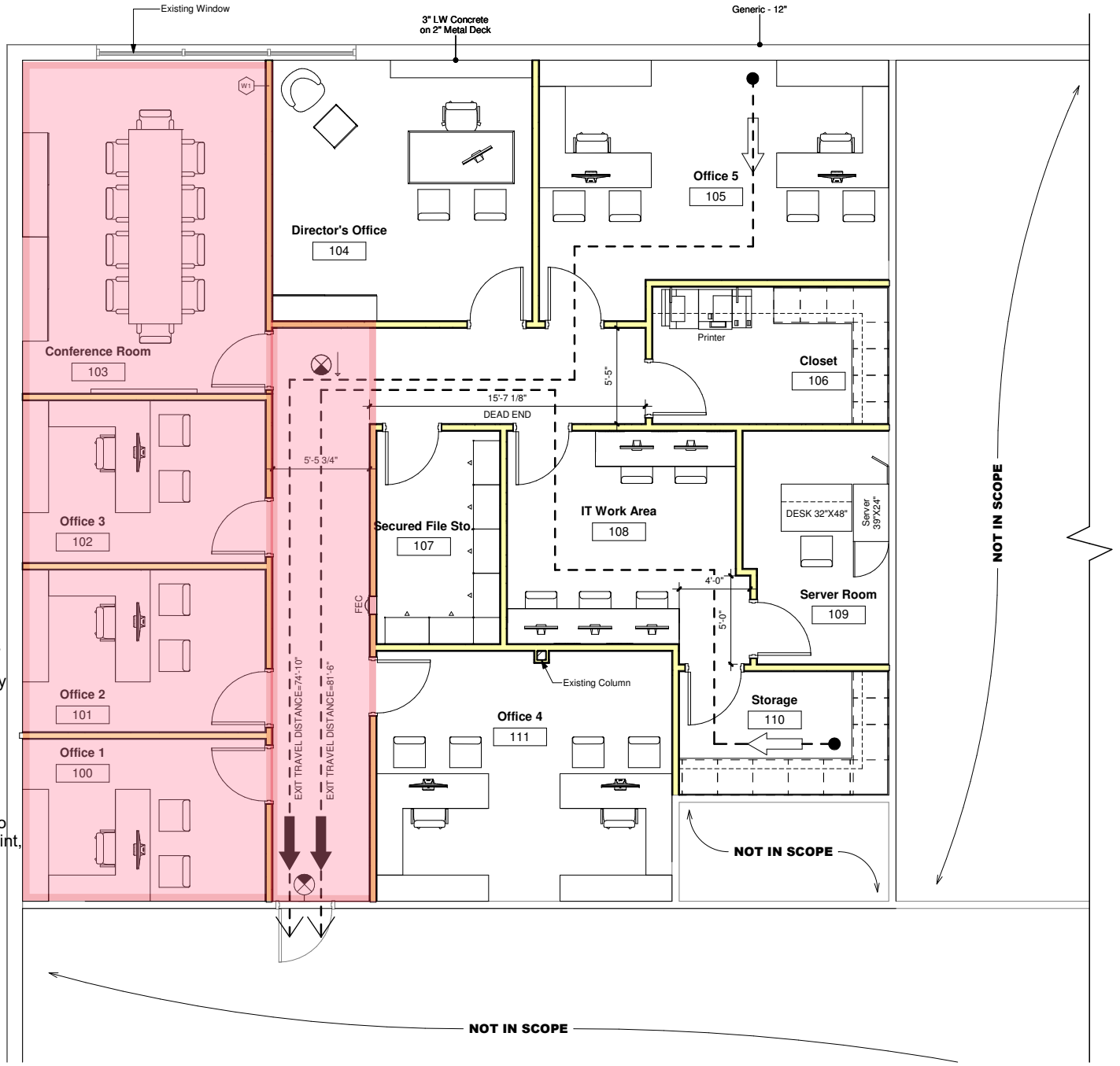
2. The entire space will require existing HVAC to be extended into space as indicated on plan sheet M301.

3. The entire space will require existing fire sprinkler system to be modified to the new space layout. Server Rm will have a dry fire suppression system appropriate for the room size and equipment.

4. Electrical wall rough conduit and wiring are done in the shaded areas as well as data conduit and boxes (Data wiring provided by others). Electrical pigtails for lighting are also provided in the shaded spaces, but still require lighting fixtures. Shaded spaces will require electrical terminations and trim. Pricing should be adjusted accordingly.

5. Existing 2nd level 4" floor deck consists of 2-1/2" concrete poured over a 1-1/2" metal deck. See included structural details for existing 2nd floor slab. Care should be taken when installing floor boxes within/through the floor slab where called out. The consultation of a structural engineer may be necessary and any associated costs are inherent to performing this work.

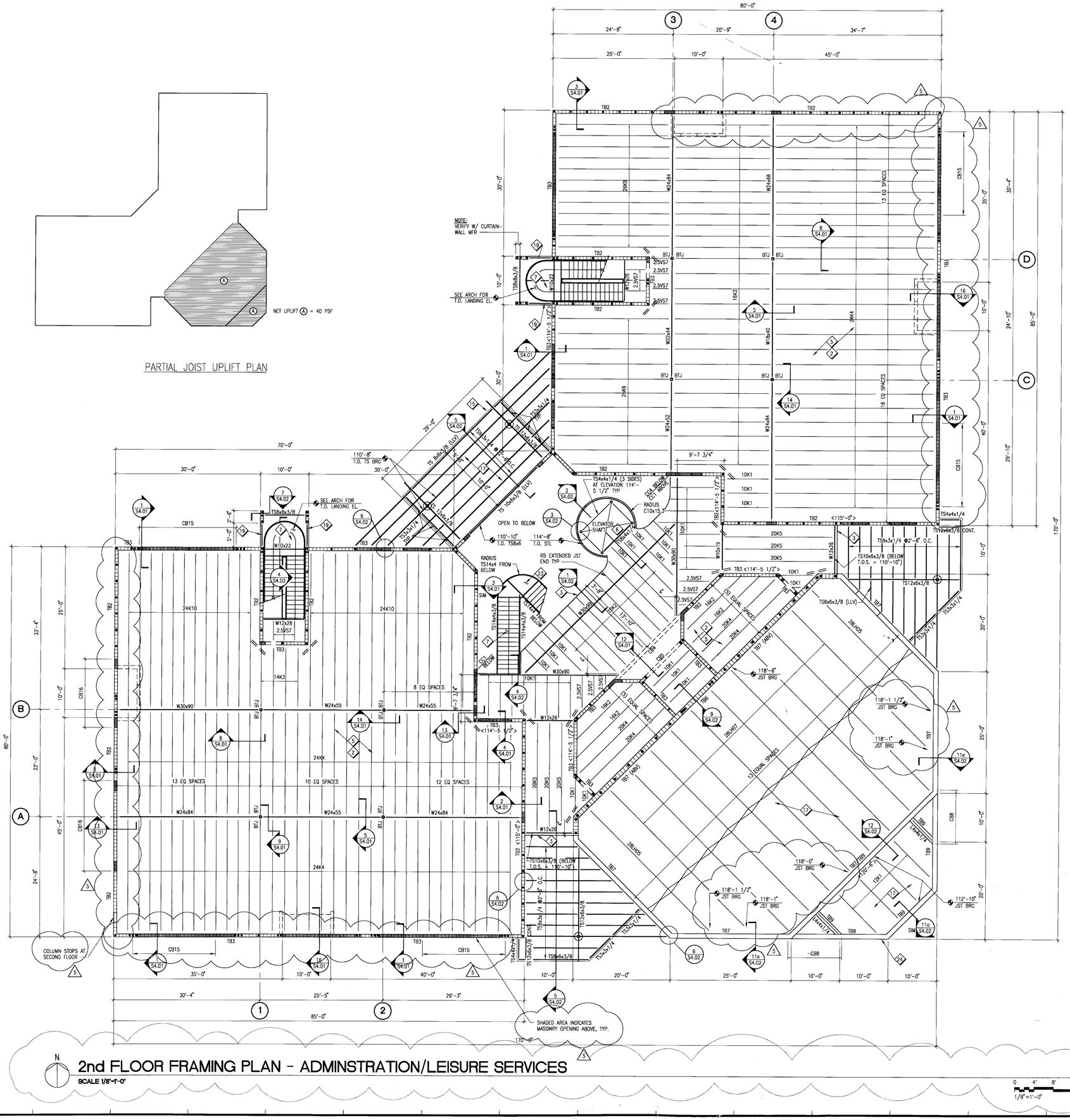
6. It is strongly encourage that all interested bidders visit the site to familiarize themselves with the project and everything that it entails. All bids are to include completing the shaded spaces and building out the remainder of the spaces for a complete project. Bids to include all framing and finishing per plans, flooring, paint, ceilings, electrical, mechanical, fire sprinkler / fire suppression systems, doors w/ hardware, cabinets, file storage, life safety devices, and fire alarm system for a complete usable space.



ATTACHMENT 3

ORIGINAL STRUCTURAL 2ND FL DECK PLAN & DETAIL PAGE

PARTIAL JOIST UPLIFT PLAN



N

2nd FLOOR FRAMING PLAN - ADMINSTRATION/LEISURE SERVICES

SCALE 1/8"-1'-0"

0 4' 8' 16'
1/8"=1'-0"

THE BUILDING HAS BEEN DESIGNED FOR A 120 MPH WIND, (3) SECOND GUSTS, WIND VELOCITY WITH A INPORTANCE FACTOR OF 1.15, IN ACCORDANCE WITH FLORIDA BUILDING CODE, 2001 EDITION.

GENERAL NOTE: ALL ANGLED WALLS ARE AT 45° AND 90°, TYP. U.N.O.

SECOND FLOOR FRAMING PLAN NOTES

** READ GENERAL NOTES ON SHEET S.0.01

1. 8" MASONRY BEARING WALLS, SEE SHEET S.1.01A FOR ALL OPENINGS AND WALL REINFORCING REQUIREMENTS, TYPICAL. ▭▭▭▭▭▭ INDICATES 12" OR 8" REINFORCED MASONRY WALL. SEE NOTE 3 ON SHT. S.1.01A FOR REINFORCING. ■ INDICATES ONE #5 VERTICAL BAR
2. STEEL BAR JOISTS SPACED AT A MAXIMUM OF 2'-6" O.C. DESIGNED BY CERTIFIED JOIST MANUFACTURER. INSTALL ALL JOIST BRIDGING IN ACCORDANCE WITH STEEL JOIST INSTITUTE (SJI). SEE SECTIONS FOR ANCHORING BRIDGING AT WALLS TYPICAL. INSTALL BOLTED X-BRIDGING AS NECESSARY. TOP OF SLAB ELEV = 115'-0" JOIST BEARING ELEV = 114'-5 1/2"
3. CONT EDGE ANGLE TO SUPPORT METAL DECK; SEE SECTIONS, TYPICAL.
4. CONTINUOUS CONCRETE TIE BEAM AT ALL WALLS. SEE SECTIONS AND TIE BEAM SCHEDULE ON SHEET S.1.01A FOR SIZES AND REINFORCING.
5. 4" (TOTAL THICKNESS) CONCRETE SLAB, REINFORCED WITH 6x6/W2.9 x W2.9 WWF OVER 1 1/2", 22 GAGE FORM DECK, VULCRAFT TYPE 1.5C22 OR ENGINEER APPROVED EQUAL. INSTALL DECK TO SUPPORTS WITH 5/8" DIA PUDDLE WELDS AT A 30/6 PATTERN. INSTALL (2) #10 TEKS STITCH SCREW AT ALL SIDELAPS; PLACE METAL DECK IN MINIMUM 3-SPAN CONDITION, TYPICAL.
6. ELEVATOR SHAFT; SEE SECTIONS AND COORDINATE WITH ARCHITECTURAL DRAWINGS AND ELEVATOR MANUFACTURER.
7. STEEL STAIRS; SEE ARCHITECTURAL DRAWINGS FOR STEEL STAIR DESIGN REQUIREMENTS, TYP. AND NOTE E.8.
8. ▭ ▭ ▭ INDICATES MASONRY WALL OR CONCRETE BEAM BELOW. SEE SECTIONS FOR MORE INFORMATION.
9. "CB#" INDICATES CAST-IN-PLACE CONCRETE BEAM. SEE SCHEDULE ON SHEET S.1.01A FOR SIZE AND REINFOREMENT.
10. "BTJ" INDICATES BOLTED TIE JOIST. INSTALL IN STRICT ACCORDANCE WITH SJI SPECIFICATIONS.
11. STEEL BEAMS TOP OF STEEL BEAM ELEVATION = 114'- 5 1/2", U.N.O. WITH (#'-#")
12. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT GIVEN.
13. PROVIDE PRECAST LINTEL OVER ALL OPENINGS, TYPICAL SEE SECTION ON S3.01 FOR ADDITIONAL INFORMATION.
14. TS COLUMN SEE SCHEDULE ON SHEET S0.01 FOR SIZE.
15. CANOPY, SEE ARCHITECTURAL DRAWINGS.
16. INDICATES <X'-X"> T.O.WALL ELEVATION. COORDINATE WITH ARCHITECTURAL DRAWINGS.
17. ROOFING (SEE ARCHITECTURAL DRAWINGS) OVER 1 1/2", 20 GAGE GALV (G-60) METAL DECK (VULCRAFT 1.5B20 OR ENGINEER APPROVED EQUAL). INSTALL METAL DECK WITH 5/8" DIA PUDDLE WELDS AT A 36/7 PATTERN. WELD ALL PERIMETER EDGES AT 6" OC. INSTALL (3)#10 TEK STICH SCREWS AT ALL SIDELAPS.
18. (2)#4x4'-0" BARS IN SLAB (4" C/C) AT REENTRANT CORNERS, TYP.
19. TS5x5x1/4; SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF HORIZONTAL WINDOW JOINTS. INSTALL TS5x5 IN EACH JOINT (CONT) UP TO THE TOP OF THE STAIR SHAFT.
20. NOT USED
21. NOT USED
22. SEE NOTE (19) ON S1.01A FOR L4x4 ON (2) ELEVATOR COL'S TYP.
23. LANDING SIMILAR TO 4/S4.03.
24. 10" WIDE MASONRY (SET BACK FROM EXTERIOR FACE) AT PARAPET. SEE 11a/S4.02 AND ARCHITECTURAL DRAWINGS.

Architects Design Group, Inc.
Architects and Planners
ISK Reeves V, FAIA
Kevin Ratigan, AIA
333 N Knowles Ave.
Winter Park, Florida 32789
407/647-7706

bec
BISHOP ENGINEERING COMPANY
Consulting Structural Engineering
515 North Park Avenue, Suite 214 Winter Park, Florida 32789
Phone 407-622-2477 Fax 407-622-2479
www.bishopengineering.com

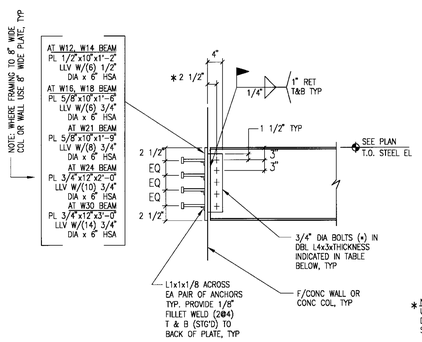
VILLAGE OF PALM SPRINGS

Village of Palm Springs, Florida

Architect hereby expressly reserves his common law copyright and other property rights in these drawings. These drawings shall not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without first obtaining written permission and consent.

- revisions
- 1 3/28/02 BUILDING DEPARTMENT COMMENTS
- 2 8/29/02 PERMITTING COMMENTS

- sheet title: 2nd FLOOR FRAMING PLAN BLDG. A
- scale: 1/8" = 1'-0"
- drawn: PAS / OGA
- checked: BTB
- approved: BTB
- date: 01/16/2002
- project no. 620-99
- sheet S.1.02A



BOLT SCHEDULE				
BEAM SIZE	# ROWS/ OF BOLTS	BOLT CAP	WELD CAP	ANGLE THICK.
W12, W14	3	55.8 K	66.8 K	1/4"
W16, W18	4	74.4 K	89.1 K	1/4"
W21	5	93.0 K	111.3 K	5/16"
W24	6	111.6 K	155.9 K	3/8"
W30	9	167.4 K	17.5 K	1/2"

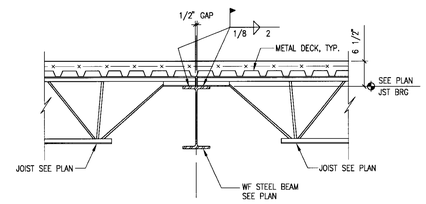
(+) INDICATES BOLTS ARE 3/4" DIA A325N; PROVIDE LONG SLOTTED HOLES IN BEAM WEB AND INSTALL NUTS FINGERTIGHT AND PEEN THREADS, TYP UON

* NOTE: USE BENT PLATES AND INCREASE BOLT DISTANCE TO 6" WHERE CONNECTION IS SKEWED.

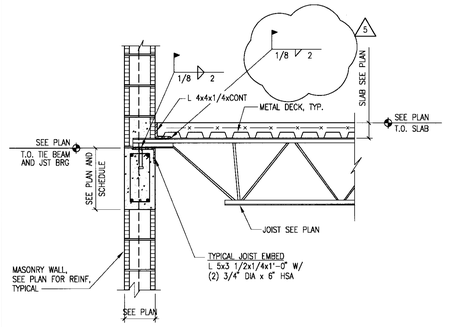
13 S4.01 TYPICAL STEEL BEAM TO CONCRETE CONNECTION
SCALE: NONE

NOT USED 1

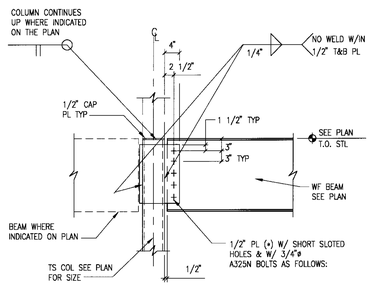
9 S4.01 SECTION
SCALE: 3/4" = 1'-0"



5 S4.01 SECTION
SCALE: 3/4" = 1'-0"



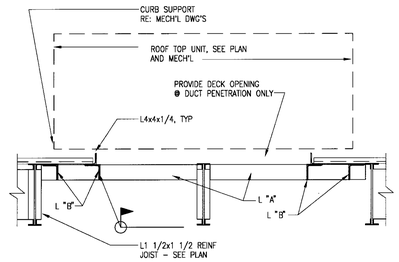
1 S4.01 SECTION
SCALE: 3/4" = 1'-0"



BOLT SCHEDULE		
WF SIZE	# ROWS/ BOLTS	CAP
W8, W10	2	12.0 K
W12, W14	3	19.8 K
W16, W18	4	26.5 K
W21	5	33.1 K
W24	6	39.7 K
W27	7	46.3 K
W30	8	53.0 K
W33	9	59.6 K
W36	10	66.2 K

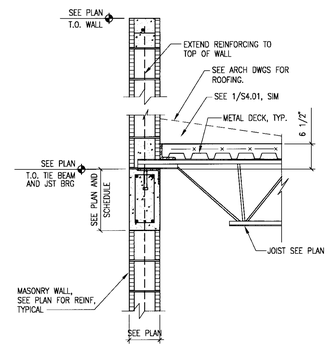
(*) = 11/16" PL AT W24
3/4" PL AT W27, W30, W33, W36

14 S4.01 TYPICAL STEEL BEAM TO TUBE/PIPE COLUMN DETAIL
SCALE: NONE

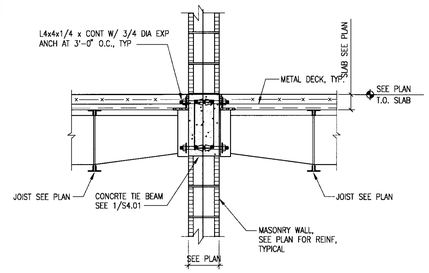


UNIT WEIGHT (POUNDS)	ANGLE "A"	ANGLE "B"
UP TO 1000#	L3x3x1/4	L3x3x5/16
1001 TO 3000#	L4x4x1/4	L4x4x5/16
3001 TO 5000#	L6x4x5/16 (LLV)	L6x4x3/8 (LLV)
5001 TO 7000#	L7x4x3/8 (LLV)	L7x4x1/2 (LLV)

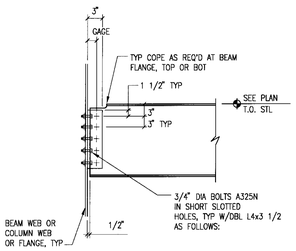
10 S4.01 TYPICAL ROOF TOP UNIT FRAME
SCALE: 3/4" = 1'-0"



6 S4.01 SECTION
SCALE: 3/4" = 1'-0"

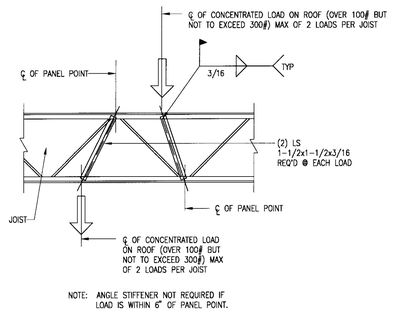


2 S4.01 SECTION
SCALE: 3/4" = 1'-0"



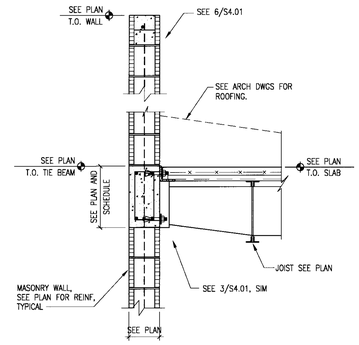
BOLT SCHEDULE		
WF SIZE	# ROWS/ BOLTS (CAP)	ANGLE THICKNESS
W8, C8, C10, W10	2 (26.5 K)	1/4"
W12, C12, W14	3 (39.8 K)	1/4"
W16, W18	4 (53 K)	1/4"
W21	5 (66.5 K)	5/16"
W24	6 (79.8 K)	5/16"
W27	7 (93.1 K)	3/8"
W30	8 (106.4 K)	3/8"
W33	9 (119.7 K)	7/16"
W36	10 (133 K)	1/2"

15 S4.01 TYPICAL FRAMED BEAM CONNECTION DETAIL
SCALE: NONE

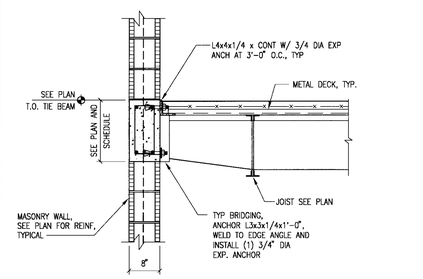


NOTE: ANGLE STIFFENER NOT REQUIRED IF LOAD IS WITHIN 6" OF PANEL POINT.

11 S4.01 DETAIL AT JOIST POINT LOADS
SCALE: 3/4" = 1'-0"

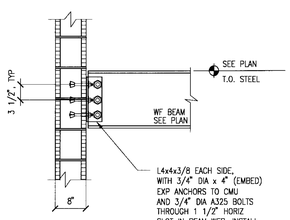


7 S4.01 SECTION
SCALE: 3/4" = 1'-0"

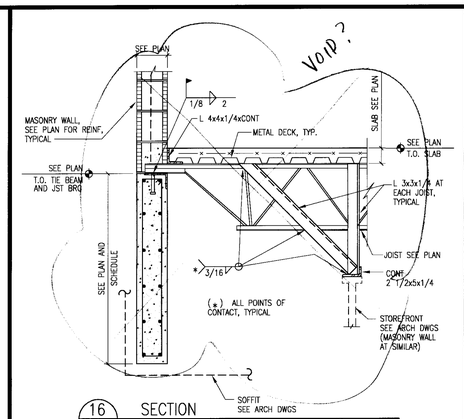


3 S4.01 SECTION
SCALE: 3/4" = 1'-0"

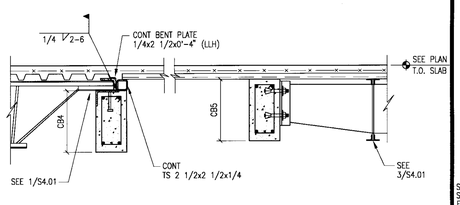
NUMBER OF ROWS OF BOLTS AND EXPANSION ANCHORS:	
W10, W12	2
W14,W16,W18	3
W21, W24	4



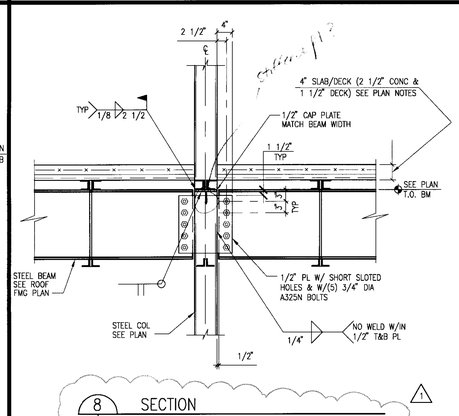
17 S4.01 TYPICAL STL BEAM TO MASONRY WALL
SCALE: 3/4" = 1'-0"



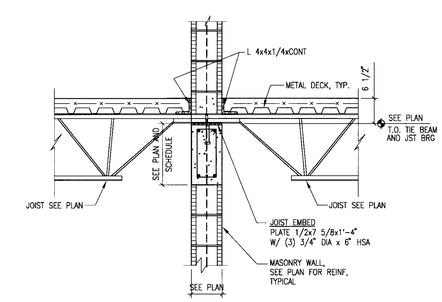
16 S4.01 SECTION
SCALE: 3/4" = 1'-0"



12 S4.01 SECTION
SCALE: 3/4" = 1'-0"



8 S4.01 SECTION
SCALE: 3/4" = 1'-0"



4 S4.01 SECTION
SCALE: 3/4" = 1'-0"

Architects Design Group, Inc.
Architects and Planners
ISK Reeves V, FAIA
Kevin Ratigan, AIA
333 N. Knowles Ave.
Winter Park, Florida 32789
407/647-7706

bec
BISHOP ENGINEERING COMPANY
Consulting Structural Engineering
315 North Park Avenue, Suite 214 Winter Park, Florida 32789
Phone 407-622-2477 Fax 407-622-2479
www.bishopengineering.com

VILLAGE OF PALM SPRINGS

Village of Palm Springs, Florida

Architect hereby expressly reserves his common law copyright and other property rights in these drawings. These drawings shal not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without first obtaining written permission and consent.

- revisions
  - 1 3/28/02 BUILDING DEPARTMENT COMMENTS
  - 5 8/29/02 PERMITTING COMMENTS
- sheet title: SECTIONS AND DETAILS
- scale: AS SHOWN
- drawn: PS
- checked: BTB
- approved: BTB
- date: 01/16/2002
- project no.: 620-99
- sheet: S4.01

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

Village Hall N Flex Space Buildout

Addendum No. 2

January 10, 2022

BIDS DUE: ***REVISED*** ***- 10:00 AM, Local Time, January 13, 2022***

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Village Hall N Flex Space Buildout** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Drawing #A1.20:

   Add:
   Column wrap in corner of office 5 (105) per location detail and response to question #1 in this addendum.

IN THE ADVERTISEMENT

1. Bid Due Date:

   New Due Date:
   Change bid due date from January 12, 2022 to January 13, 2022 at 10:00 AM. Bid opening will now be at 10:30 AM.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2022.

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 DETAIL - ROOF DRAIN LINE LOCATION

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: Could you provide clarification for the roof drain line that runs through office 104. Could you provide a framing detail as it is not shown on the drawings.

Response 1: **The roof drain line that runs down the back of office 105 will need to be wrapped with sound attenuation batts and framed / drywalled around the pipe to create the least amount of space intrusion into the office. (See attached detail).**

Question 2: Are we to assume that we will be hanging metal studs and drywall at the west exterior wall that only has tuff r insulation?

Response 2: **Exposed east walls with Tuff insulation are to be framed out in 1-5/8" metal studs anchored back to the masonry wall as required and drywalled.**

Question 3: Will the owner be removing the existing temporary plywood walls, existing wall hung A/C unit, and the temporary surface mounted conduit and outlets located on the south wall?

Response 3: **The temp wood structure and misc. exposed electrical conduit/boxes will be removed by the Village. The wall hung A/C unit will also be removed by the Village at the latest possible date as this is serving the Village's server room in the adjacent space. Contractor to coordinate with Village this step and shall repair the wall opening left by the removal of the unit. All efforts should be made to bring the new split system online at the earliest possible moment once the existing unit is removed.**

Question 4: Could we run the new condensate line for the new mini split system to an existing roof drain located on the roof?

Response 4: **Yes, the condensate line can be run to the nearest roof drain. The drain line will need to be carried and strapped so as to not sit directly on the roof.**

Question 5: Please provide the Fire Alarm company info that is already contracted to this facility? Do you have a contact person

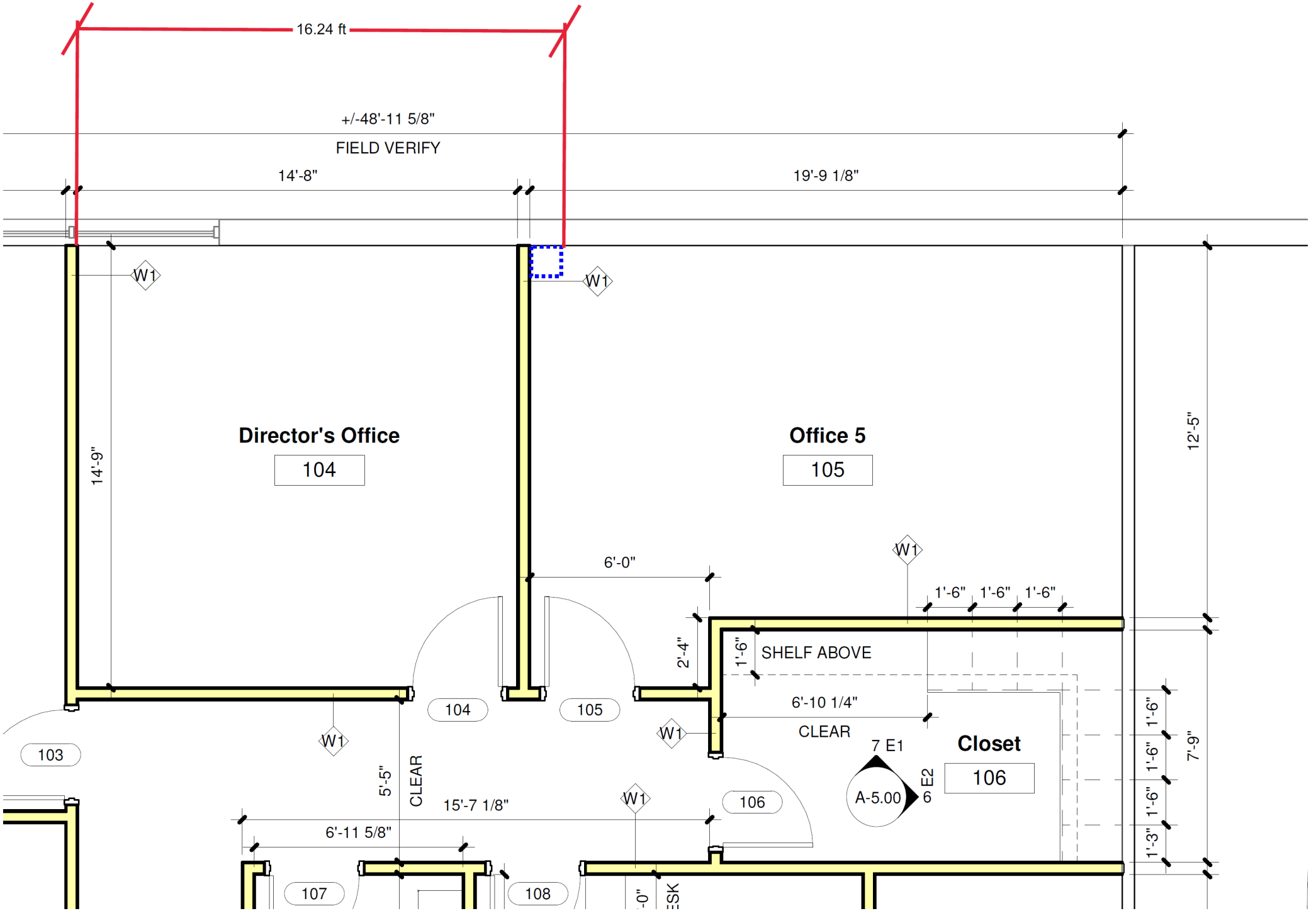
Response 5: **Knight Fire and Security. Address: 7513 Central Industrial Dr, West Palm Beach, FL 33404 Hours: 8AM - 5PM; Phone: (561) 471-8221.**

Question 6: Who will be responsible for the control work for the (4) VAV's on the drawings? I am looking to see if there is a control company by the owner for this project as all equipment is coming without the controller on the (4) VAV BOXES

Response 6: **The Village utilizes Advanced Control Corporation 6001 NE 14th Avenue Fort Lauderdale, FL 33334, Phone (954)491-6660 for their systems controls. Costs to procure and install all required components to have the new spaces included and controlled by the Village's system control equipment including any testing and final inspections are to be included in the bid price.**

ATTACHMENT 2

DETAIL - ROOF DRAIN LINE LOCATION


16.24 ft
+/-48'-11 5/8"
FIELD VERIFY
14'-8"
19'-9 1/8"
W1
W1
Director's Office
104
Office 5
105
14'-9"
12'-5"
6'-0"
W1
1'-6"
1'-6"
1'-6"
2'-4"
1'-6"
SHELF ABOVE
6'-10 1/4"
CLEAR
7 E1
A-5.00
E2
6
Closet
106
W1
104
105
103
W1
5'-5"
CLEAR
15'-7 1/8"
W1
106
6'-11 5/8"
7'-9"
1'-6"
1'-6"
1'-6"
1'-3"
107
108
ESK

VILLAGE OF PALM SPRINGS
PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 289

Project Name: Village Hall Renovations (Flex Space)
Department: Public Works
Location: Village Hall N. End 2nd Fl Flex Space
Project Manager: Walt Sanchez
Date Requested: 10/6/20
Date Approved:

DESCRIPTION / JUSTIFICATION:

The project consists of building out (6) new office spaces, a conference room, and an IT department w/ server room on the 2nd floor N. end flex space totaling approximately 2,300 S.F. The offices will be similar in design to existing adjacent office spaces. Work will include dividing walls, doors, acoustical ceiling, lighting, and similar finishes to existing offices. Work will also include extending HVAC ductwork, fire sprinkler, fire alarm, and electrical/data into the new spaces. The space will have a new corridor, a server room and a lab for IT.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
Land/Easement Acquisition							$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							$ 0.00
Architectural Services							$ 0.00
Engineering Services	24,150.00	7,000.00					$ 31,150.00
Construction	214,650.00	309,300.00					$ 523,950.00
Equipment							$ 0.00
Improvement (utility, lightning)							$ 0.00
Other (Specify)							$ 0.00
TOTAL PROJECT COSTS	$ 238,800.00	$ 316,300.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 555,100.00

SOURCES OF FUNDS:	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	TOTAL
General Fund Revenue CY	238,800.00	232,200.00					$ 471,000.00
One Cent Sales Tax Funding							$ 0.00
Grant Funding:							
CDBG							$ 0.00
FRDAP							$ 0.00
PBC							$ 0.00
Other (Specify)							$ 0.00
W/S Enterprise Fund Revenues							$ 0.00
Stormwater Fund Revenues							$ 0.00
Undetermined		84,100.00					$ 84,100.00
TOTAL PROJECT REVENUE	$ 238,800.00	$ 316,300.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 555,100.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	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**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #7: Approve Building Plans Review and Inspection Services Agreement - Piggyback - 1st Amendment - Term Extension - C.A.P. Government, Inc.

SUMMARY: The Planning, Zoning & Building Department, throughout the year, has a need to enter into a contract to provide building plan reviews and inspection services to assist the Village with private development that is occurring within the Village. To ensure the lowest possible price, staff recommends that the Village piggyback off the current Palm Beach County contract awarded to C.A.P. Government, Inc. This selection by Palm Beach County was originally completed through a competitive selection process - Building Inspection, Plan Review, and Permit Technician Services (RFP No. 17-023/SC - May 17, 2017).

On May 10, 2018, the Village entered into an agreement for Building Inspection/Plan Review based upon the Palm Beach County Contract. The initial term for the 2018 agreement was to run concurrently with that contract until May 12, 2022. On November 23, 2021, the term of the Palm Beach County Contract was extended from the period May 16, 2022, through November 15, 2022. The purpose of this First Amendment is to extend the term of the Agreement from the period May 16, 2022, through November 15, 2022, and to add contract provisions concerning E-Verify that became a requirement under Florida law subsequent to the date of the original agreement. Fees are not proposed to be increased.

If approved, the Village would continue to accept the C.A.P. Government's services by piggybacking on the Palm Beach County contract including all terms, conditions, and pricing therein. The term of the contract is for six (6) months and will expire on November 15, 2022. 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

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 Assistant Village Manager, Planning, Zoning, and Building Director, and Finance Director.

The Village has been working with the vendor and finds their plan review services to be thorough.

FISCAL IMPACT:

Funds to support this proposed Agreement are available with the FY2022 Budget - General Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed 1st Amendment to Contract for Building Inspection/Plan Review - C.A.P. Government
2. VPS Renewal Letter and PBC Contract 2nd Amendment
3. Original Contract with PBC - C.A.P. Government (RFP No.17-023/SC - May 17, 2017)

FIRST AMENDMENT TO CONTRACT FOR BUILDING INSPECTION/PLAN REVIEW BEWEEN THE VILLAGE OF PALM SPRINGS AND C.A.P. GOVERNMENT, INC.

This First Amendment to Contract for Building Inspection/Plan Review ("First Amendment") is made as of the _____ day of _____, 2022, by and between the **Village of Palm Springs**, a Florida Municipal Corporation ("VILLAGE") and **C.A.P. Government, Inc.,** a corporation authorized to do business in the State of Florida ("CONTRACTOR").

On May 10, 2018, the parties entered into an agreement for Building Inspection/Plan Review ("the 2018 Agreement") based upon Contractor's competitively awarded contract with Palm Beach County, Florida, #17-023/SC ("the Palm Beach County Contract") The initial term for the 2018 Agreement was to run concurrently with that of the Palm Beach County Contract, until May 15, 2022. On November 23, 2021, the term of the Palm Beach County Contract was extended for the period May 16, 2022 through November 15, 2022.

The purpose of this First Amendment is to extend the term of the Agreement for the period May 16, 2022 through November 15, 2022, and to add a contract provision concerning E-Verify that became a requirement under Florida law subsequent to the date of the parties' original Agreement.

In consideration of the mutual promises contained in the Agreement, incorporated herein by reference, as amended by this First Amendment, the VILLAGE and CONTRACTOR agree as follows:

A. EXTENSION OF CONTRACT TERM

The term of the Agreement is hereby reinstated and effective May 16, 2022 through and including November. Pricing, scope of services, and other terms shall remain as set forth in the Agreement unless specifically modified herein.

B. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, the CONTRACTOR shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ,

contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

All other terms and conditions set forth in the 2018 Agreement remain in full force and effect except to the extent modified hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **C.A.P. GOVERNMENT, INC.**

By: _____

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 14th day of February, 2022 by Carlos A. Penin, as President (title) of C.A.P. Governemnt, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification _____.

Notary Public
_____
Print Name: Melissa Martinez
My commission expires: 10/25/2024

Notary Public State of Florida
Melissa Martinez
My Commission HH 056819
Expires 10/25/2024

cap government

January 27, 2022

Mr. Michael Bernstein
Village Manager
226 Cypress Lane
Palm Springs, FL 33461

Re: Extension of Agreement between the Village of Palm Springs and C.A.P. Government, Inc. for Building Inspection, Plan Review and Permit Technician Services – Piggyback Palm Beach County (No. 17-023/SC)

Dear Mr. Bernstein:

Our Company, C.A.P. Government, Inc. (CAP) entered into an agreement with the Village of Palm Springs (Village) on May 10, 2018. The Agreement for "Building Inspection, Plan Review and Permit Technician Services" is set to expire on May 15, 2022. This Agreement is a "piggyback" of an existing Palm Beach County contract for Building Inspection, Plan Review and Permit Technician Services that has been recently extended from May 15, 2022 to November 15, 2022 (Second Amendment attached).

CAP is pleased to serve the Village and respectively requests the opportunity to continue to do so. CAP would respectfully accept an extension of this Agreement with the Village for a period from May 15, 2022, to November 15, 2022, using the second Amendment available under the Agreement referenced above.

We look forward to continuing to serve the Village of Palm Springs with professional, customer centered Building Department services. If you find this extension acceptable, please execute in the space provided and return it to me. If you wish to discuss this proposal further or need additional information, please contact Mr. Judson Dulany, BU our Palm Beach County Regional Director at (561) 261-9757 or me at (305) 458.6000 at your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

Accepted by:
Village of Palm Springs

Michael Bernstein
Village Manager

343 Almeria Avenue, Coral Gables, FL 33134 • O 305.448.1711 • F 305.448.1712
capfla.com

R2021 1763

SECOND AMENDMENT
TO CONTRACT FOR
Building Inspection, Plan Review and Permit Technician Services
(Contract No. 17-023/SC)

THIS SECOND AMENDMENT, dated NOV 2 3 2021, 2021, to Contract No. 17-023/SC, dated May 16, 2017, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL 33401, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated May 16, 2017, hereinafter referred to as the "Contract", whereby the CONTRACTOR, as the primary CONTRACTOR, has agreed provide, when requested, building inspection, plan review and permit technician services to the Planning, Zoning & Building Department; and

WHEREAS, the First Amendment to the Contract, dated June 18, 2019, amended ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, to increase the authorized not-to-exceed total contract amount by Three Million One Hundred Seventy-Five Thousand Dollars and no cents, ($3,175,000.00), revised ARTICLE 10 - SMALL BUSINESS ENTERPRISE SUBCONTRACTING, ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS, and ARTICLE 24 - NON-DISCRIMINATION and added ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES in order to comply with the provisions of Palm Beach County Ordinance No. 2018-021, modified ARTICLE 13 - INSURANCE REQUIREMENTS to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage, revised ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701 F.S., and modified ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than $1 million) to the Contract in order to comply with requirements of F.S. 287.135, and

WHEREAS, the parties desire to extend the Contract for the period May 16, 2022, through November 15, 2022; and

WHEREAS, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, to increase the authorized not-to-exceed total contract amount by Three Million Dollars and no cents ($3,000,000.00); and

WHEREAS, Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance") was amended to comply with the requirements of the U.S. Federal Bureau of Investigation's Criminal Justice Information (CJI) Security Policy, which includes, but is not limited to, the addition of criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R -2015-0572; and

WHEREAS, the COUNTY has implemented a new insurance management system, and the parties desire to modify ARTICLE 14 - INSURANCE REQUIREMENTS, as renumbered by the First Amendment, to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage; and

WHEREAS, the COUNTY desires to revised ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS, as renumbered by the First Amendment, to revise the number of years records are to be maintained to five (5) years; and

WHEREAS, the COUNTY desires to add ARTICLE 34 - E-VERIFY-EMPLOYMENT ELIGIBILTY in order to comply with F.S. 448.09.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

> "The CONTRACTOR shall commence services on May 16, 2017, and complete all services by November 15, 2022.
>
> Reports and other items shall be delivered and/or completed in accordance with Exhibit A."

2. ARTICLE 4 - PAYMENTS TO CONTRACTOR is hereby amended as follows:

Delete the first paragraph of paragraph A in its entirety and insert in its place the following paragraph:

> "The total amount to be paid by the COUNTY under this Contract for all CONTRACTORS, (on an "as needed" basis) for all services and materials shall not exceed a total aggregate contract amount of Nine Million One Hundred Seventy-Five Thousand Dollars and no cents ($9,175,000.00)."

3. ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK is hereby amended to read as follows:

"The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy."

4. ARTICLE 14 - INSURANCE REQUIREMENTS, as renumbered by the First Amendment, is hereby amended as follows:

a. The first three paragraphs are hereby amended to read as follows:

"Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (i.e., a Certificate of Insurance) to COUNTY, c/o Purchasing Department,

50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Senior Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis."

b. Paragraph G is hereby amended to read as follows:

"G. Certificates of Insurance: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 – DX
Duluth, GA 30096"

5. ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS, as renumbered by the First Amendment, is hereby amended to read as follows:

"The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access

to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY 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 by the CONTRACTOR must be provided to COUNTY, upon request of the

COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

6. ARTICLE 34 - E-VERIFY – EMPLOYMENT ELEGIBILITY is hereby added to the Contract:

"ARTICLE 34 - E-VERIFY – EMPLOYMENT ELEGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractor's performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, Contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall

maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontractor and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its Contract with the subcontractor and CONTRACTOR shall immediately terminate its Contract with the subcontractor. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future Contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination."

7. All other provisions of said Contract, dated May 16, 2017, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

8. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Execution of this Second Amendment to the Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Second Amendment to the Contract on the day and year above written.

R2021 1763 NOV 23 2021

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

FOR
Kathleen M. Scarlett, Director

WITNESSES:

Signature

GEORGE L. AGUILERA
Name (type or print)

Signature

Janet Borges
Name (type or print)

CONTRACTOR:

C.A.P. Government, Inc.
Company Name

BY:
Signature

Carlos A. Penin, P.E.
Typed Name

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By
County Attorney

R2017 0605

CONTRACT FOR
Building Inspection, Plan Review and Permit Technician Services
(Contract No. 17-023/SC)

This Contract No. 17-023/SC is made as of this _____ day of MAY 16 2017, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL 33401, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract, as the primary CONTRACTOR, is to provide, when requested, building inspection, plan review and permit technician services to the Planning, Zoning & Building Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated March 17, 2017, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Pat D'Agostino, Fiscal Manager, telephone number (561) 233-5017 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Carlos A. Penin, President, telephone number (305) 458-6000.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. 17-023/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated March 17, 2017; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on May 16, 2017, and complete all services by May 15, 2022.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for all CONTRACTORS, (on an "as needed" basis) for all services and materials shall not exceed a total aggregate contract amount of Three Million Dollars and no cents ($3,000,000.00).

For each work order issued to the CONTRACTOR, the COUNTY shall pay the CONTRACTOR on an hourly basis as identified in Appendix A, Price Proposal Pages. The CONTRACTOR will bill the COUNTY upon completion of all work specified in each work order performed in accordance with Exhibit A, Scope of Work/Services. The CONTRACTOR has the option to bill the COUNTY on a monthly basis when multiple work orders are placed.

B. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONTRACTOR's proposal must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or

interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as

amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

A. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

B. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

C. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

D. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

E. The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

F. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

G. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.

H. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

I. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.

J. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

A. **Commercial General Liability**: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than $**500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Business Auto Liability**: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than $**500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

C. **Workers' Compensation Insurance & Employer's Liability**: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

D. **Professional Liability**: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $**1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $**10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide

replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Additional Insured Clause**: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

F. **Waiver of Subrogation**: CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall 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 to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. **Certificates of Insurance**: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

H. **Umbrella or Excess Liability**: If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

l. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY 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 by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on

behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 24 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the responsibility of the CONTRACTOR to maintain a written or non-written non-discrimination policy that conforms with the COUNTY's policy as set forth in Resolution R-2014-1421, as may be amended, throughout the term of the Contract. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than $1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Patrick Rutter, Executive Director
Planning, Zoning & Building Department
Palm Beach County
2300 N. Jog Road, Room 2Q-14
West Palm Beach, FL 33411

If sent to the CONTRACTOR, notices shall be addressed to:

Carlos A. Penin, PE
President
C.A.P. Government, Inc.
1910 N. Florida Mango Road
West Palm Beach, FL 33401

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

R2017 0605 MAY 16 2017

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

Kathleen M. Scarlett, Director

WITNESSES:

Signature

JOSE E. MIRANDA
Name (type or print)

Signature

Name (type or print)

CONTRACTOR:

C.A.P. Government, Inc.
Company Name

BY:

Signature

Carlos A. Penin, P.E.
Typed Name

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 17-023/SC

1. PURPOSE

The CONTRACTOR shall provide building inspection (building, plumbing, electric and mechanical HVAC), plan review and permit processing services in accordance with the requirements of Florida Statutes 468, Part XIII. The CONTRACTOR shall act as an independent contractor and not as an employee of the COUNTY.

2. INTRODUCTION

The CONTRACTOR shall, when requested, review plans for residential and commercial building applications, provide building inspection (building, plumbing, electric and mechanical HVAC) for structures in which permits have been issued by the Palm Beach County (COUNTY) Planning, Zoning & Building Department (PZ&B). Building inspection, plan review and permit processing services shall be conducted under the COUNTY's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

3. CONTRACTOR'S DESIGNATION

The COUNTY reserves the right to make up to five (5) awards for this solicitation on a ranking basis. The highest ranked CONTRACTOR shall be the primary CONTRACTOR and up to the next four (4) highest ranked CONTRACTORS shall be designated second, third, fourth and fifth CONTRACTOR respectively. The primary CONTRACTOR shall be given the first opportunity to perform. The second ranked CONTRACTOR shall be contacted **only** after the primary CONTRACTOR is unable to perform, and the third ranked CONTRACTOR shall be contacted **only** after the second ranked CONTRACTOR is unable to perform. Each successive CONTRACTOR, in ranked order, shall be given an opportunity to perform until the needs of the Division are met. Each CONTRACTOR is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. A CONTRACTOR may be found in default of the Contract if they demonstrate that they are consistently unable to provide requested services during the term of the Contract. Additionally, if during the term of the Contract the primary CONTRACTOR is found in default of the Contract; or unilaterally terminates the Contract, the rights, duties, and obligations of the primary CONTRACTOR shall be offered to the second ranked CONTRACTOR and awarded upon mutual agreement, and likewise from the second ranked CONTRACTOR to the third ranked CONTRACTOR, and continue in the descending order of ranking to the fourth CONTRACTOR and fifth CONTRACTOR.

4. STAFFING

The normal workload is expected to require the equivalent of approximately five (5) full time Standard Inspectors and/or Standard Plans Examiners and/or Permit Technicians, for the term of the Contract at the COUNTY's discretion. In addition to the anticipated normal workload, additional inspection services may be required for special projects, large developments and natural disasters.

5. QUALIFICATIONS OF CONTRACTOR'S PERSONNEL

At a minimum, CONTRACTOR's personnel shall be qualified as follows:

a. Inspection personnel shall be qualified to perform building inspections or plan examination on residential and commercial structures. Personnel that are multi-licensed for multiple disciplines of inspection or plan review are preferred.

b. Inspection and plan review personnel shall possess the Florida Department of Business Professional Regulation Certification as a Building Inspector or Building Plans Examiner, as regulated by Florida Statute 468, Part XIII, for the specific disciplines they are working in. The inspector or plans examiner shall be responsible for maintaining compliance with the Florida Building Code as required by Florida Statutes Chapter 553.

c. Personnel, including permit technicians shall be fully certified, qualified, trained and with at least two (2) years of on the job experience prior to beginning services for the COUNTY. Personnel should have familiarity with the Florida contractor licensing law as described in Florida Statute (FS) Chapter 489 (construction contracting), and permitting regulations as contained in FS Chapter 320 (mobile homes) FSS Chapter 553 (permitting), FSS Chapter 470 (workers compensation), and FS Chapter 713 (Florida's Lien Law). New and inexperienced personnel shall not be acceptable.

d. Personnel shall maintain their Certifications with the State of Florida, to provide continually their best efforts to perform efficiently and effectively in a proper and professional manner their duties and responsibilities as assigned, to uphold the policies and regulations of the COUNTY and PZ&B, and to abide by ethical standards of conduct appropriate to their duties.

6. RESPONSIBILITIES OF CONTRACTOR'S PERSONNEL

CONTRACTOR's personnel shall provide services to include, but are not limited to, the following:

a. Permit processing duties, inspection and plan review services that include, but not be limited to, permit processing, plan review and inspection of, general building, mechanical (HVAC), plumbing, structural, gas and electrical, as well as, provide all administrative documentation as required by the COUNTY.

b. Inspection of permitted construction within the Unincorporated Palm Beach County, for compliance with State and COUNTY codes and ordinances and conformance with permitted plans and specifications.

c. Written reports on inspections and field investigations of complaints, and other reports as may be reasonably requested by the COUNTY. COUNTY inspection forms must be used.

d. Review of submitted construction plans for code compliance.

e. Maintenance of records of inspections, plan reviews and field investigations performed. Log daily inspection results, plan review results, deficiencies and log hours worked in the computer system. All deficiencies identified shall include proper code citations as required by Florida Statutes. These logs and a summary sheet shall be attached to all billing statements.

f. Using COUNTY forms and databases, issue correction or deficiency notices listing the items identified during inspections and reviews, and cite the applicable code sections.

g. Provide As-built surveys, Field Revisions, Design Professional Letters, and other paperwork provided directly to the Inspector or Plan Reviewer shall be reviewed for sufficiency and annotated appropriately (approved or deficient).

h. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.

i. Perform other duties that are related to or incidental to Inspector's primary duties as herein described and that the COUNTY may from time to time assign. The Inspector's duties and responsibilities may change from time to time at the sole discretion of the COUNTY and at no additional cost to the COUNTY.

j. Perform inspection service duties during normal business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, and Plan Review service duties from 8:00 a.m. to 5:00 p.m. or as may be altered upon mutual agreement.

k. Report to the COUNTY's Building Official or his or her designee.

l. Provide inspection services and plan review in the event of a natural disaster (i.e., hurricane).

m. Inspection and plan personnel may be required to attend meetings or to provide consultation to the COUNTY during normal business hours.

n. CONTRACTOR's staff shall have a cell phone to be accessible to COUNTY staff and to COUNTY customers during the hours worked for the COUNTY.

o. Entry of data into the COUNTY's database is anticipated and will be required.

p. Other documentation as requested may be required as necessary to assist customers in achieving compliance with applicable code requirements.

7. SELECTION AND ASSIGNMENT OF PERSONNEL

a. Personnel approved by the COUNTY for each assignment shall not be changed without prior written consent of the COUNTY. All personnel approved for assignment or replacement shall be selected from those individuals submitted by CONTRACTOR as qualified and available to perform services for the COUNTY.

b. The COUNTY will issue a work order to CONTRACTOR for the services needed for each project.

c. Personnel approved and given an assignment by the COUNTY shall not be granted leaves of absence (vacation, sick or other) from their assignment unless a person of equal or greater qualification is approved by the COUNTY for the substitution.

d. Emergency substitutes shall not remain on an assignment for more than two (2) days without the written consent of the COUNTY.

e. Personnel assigned to the COUNTY shall be subject to pre-employment background checks by the Florida Department of Law Enforcement, the Florida Department of Motor Vehicles and a urine drug test. Personnel must meet or exceed the employment requirements of COUNTY personnel prior to approval and assignment. The COUNTY reserves the right to have an individual person removed from service to the COUNTY.

8. EQUIPMENT

At no cost to the COUNTY, CONTRACTOR shall equip its personnel with the following:

a. Employee I.D.
b. Florida Building Code Books
c. Cellular telephone
d. Uniform provided by the CONTRACTOR
e. An inspection vehicle in good operating condition and capable of transporting one ladder, subject to approval by the COUNTY.
f. One ladder capable of reaching the roof of a typical one story home.
g. Safety shoes, hardhats and other safety related equipment.

9. FACILITIES

The COUNTY will provide personnel with facilities and support services adequate for the performance of their duties, including office space, computers, office materials and equipment, including access to COUNTY and clerical support. The COUNTY will not provide vehicles to CONTRACTOR.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 17-023/SC

Page 1 of 2

The following pricing is submitted as the all inclusive pricing (including travel, mileage, copies, etc.) to provide the Planning, Zoning & Building Department with building inspection, plan review and permit technician services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

	Description	Fixed Hourly Rate
1.	Licensed Plans Examiner, Residential and/or Commercial	$80.00 / hr.
2.	Licensed Inspector, Residential and/or Commercial	$75.00 / hr.
3.	Licensed Supplemental Inspector, during a natural disaster event (at the request of the County)	$85.00 / hr.
4.	Permit Technician	$45.00 / hr.

The rates above are based on a forty (40) hour week, eight (8) hours per day. Overtime (over eight (8) working hours in one day) and/or weekend rates are one and one-half (1.5) times the listed rates. All overtime hours must be approved, in advance, by the Building Director.

The Proposer certifies by signature below the following:

a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 17-023/SC

c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Carlos A. Penin, PE

TITLE: President

COMPANY: C.A.P. Government, Inc.

ADDRESS: 1910 N. Florida Mango Rd.

CITY/STATE/ZIP: West Palm Beach, FL 33401

TELEPHONE NO. Office: (561) 508-0615 Cell: (305) 458-6000

SIGNATURE:

APPENDIX B
BUSINESS INFORMATION
RFP NO. 17-023/SC

Full Legal Name of Entity: C.A.P. Government, Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1910 N. Florida Mango Rd., West Palm Beach, FL 33401

Telephone Number: (561) 508-0615 Fax Number: (561) 708-5742

Form of Entity
[xx] Corporation
[ ] Limited Liability Company
[ ] Partnership, General
[ ] Partnership, Limited
[ ] Joint Venture
[ ] Sole Proprietorship
Federal I.D. Number: 65-0121594

(1) If Proposer is a subsidiary, state name of parent company.
N/A`
Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes [x] No [ ]

If **yes** to the above, as of what date? April 10, 1989

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE:

NAME (PRINT): Carlos A. Penin, PE

TITLE: President

COMPANY: C.A.P. Government, Inc.

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 17-023/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Carlos A. Penin, PE the
(Individual's Name)

President of C.A.P. Government, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature 03/13/17
Date

APPENDIX G
NON-DISCRIMINATION POLICY
RFP NO. 17-023/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

(x) Proposer hereby acknowledges that it **does not** have a written non-discrimination policy; however, respondent hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

( ) Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to comply with the above requirements will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

PROPOSER:

C.A.P. Government, Inc.
Company Name

Signature

Carlos A. Penin, PE
Name (type or print)

President
Title

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 17-023/SC

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

_xx_ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_xx_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by Carlos A. Penin, PE, as
(Name of Individual)

President, of C.A.P. Government, Inc.
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

(Signature) 03/13/17 (Date)

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1910 North FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		U16.737996 - 09/29/16	$33.00	B40195253

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

C.A.P. GOVERNMENT
C.A.P. GOVERNMENT INC
1910 N FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

LBTR Number: 2016092908
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 17-023/SC

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Carlos A. Penin, PE, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[x] the President of C.A.P. Government, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1910 N. Florida Mango Road West Palm Beach, FL 33401.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Carlos A. Penin, PE, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 12 *day of* April, 20 17, *by* Carlos A. Penin PE, *[✓] who is personally known to me or [ ] who has produced* N/A *as identification and who did take an oath.*

Notary Public
Marina V. Alvarez
(Print Notary Name)
State of Florida at Large
My Commission Expires:

MARINA V. ALVAREZ
MY COMMISSION #FF087430
EXPIRES January 29, 2018
(407) 398-0153 FloridaNotaryService.com

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 17-023/SC

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Carlos A. Penin, PE, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[x] the President of C.A.P. Government, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1910 N. Florida Mango Road West Palm Beach, FL 33401.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Carlos A. Penin, PE, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

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5 3.4 BUSINESS LOCATION / LOCAL PREFERENCES

6 3.5 PRICE PROPOSAL

7 3.6 BUSINESS INFORMATION

8 AMENDMENTS

Transmittal Letter

cap government

March 17, 2017

Ms. Sharon Cushnie, Senior Buyer
Purchasing Department
Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

Re: Building Inspections, Plan Review and Permit Technician Services for Palm Beach County, RFP No. 17-023/SC

Dear Ms. Cushnie:

C.A.P. Government, Inc. (CAP) is proud to respond to the Request for Proposal (RFP) referenced above to provide Building Inspections, Plan Review and Permit Technician services to Palm Beach County. We understand the Scope of Services contained in the RFP and have enclosed one (1) unbound original, six (6) copies, and one (1) electronic copy of our response.

Our company has the expertise and ability to perform the services requested in the County's RFP. ***More importantly, we have been providing Plan Review and Inspection services to Palm Beach County since 2015.*** CAP's staff is familiar with the County's policies, procedures and in utilizing the County's in-house permitting automated system, "Electronic, Planning, Zoning and Building" (EPZB), allows us the ability to continue serving the County seamlessly.

Our firm specializes in outsourcing Building Department services to government agencies and has done so for over 25 years. Our delivery complements the County's philosophy of creating a positive customer service experience without sacrificing accuracy and efficiency. As you review our proposal package we call your attention to the following points:

Qualifications: – CAP is currently providing Building Plan Review and Inspection Services to Palm Beach County. CAP provides these same services to forty (40) municipalities and four (4) Educational Institutions in Miami-Dade, Broward, Palm Beach, Collier and Monroe counties.

Staff Experience: – CAP has a staff of over 140 employees in South Florida that are qualified and licensed by the State of Florida Department of Business and Professional Regulation. Our staff includes Building Officials, Plans Reviewers, Inspectors and Permit Technicians. We are proposing Mr. Joseph Kajak, Jr. to continue to serve as our Project Manager and the County's single point of contact. Mr. Kajak has many years of experience in Palm Beach County and can be reached at (561) 436.8732.

Locations: – Over the last two (2) years CAP has expanded into Palm Beach County and is currently serving eleven (11) municipalities. Thanks to this growth, we opened our new Palm Beach Office in July, 2016. We understand, however, that our staff will continue to use the County's Building Department office as stipulated in this RFP.

Electronic Plan Review (EPR): We have equipped our PB offices to provide an Electronic Plan Review (EPR) and Inspection (INSP) Platform that CAP has developed. This Platform is used to expedite the plans reviews process, all related communications and reporting. Work on each project will be "real time" and all stakeholders will have access to this information via email.

cap government

March 17, 2017

Ms. Sharon Cushnie, Senior Buyer
Re: Building Inspections, Plan Review and Permit Technician Services for Palm Beach County, RFP No. 17-023/SC
Page 2

Our Company is a leader in providing Building Plans Review, Inspections and Permit Technician services exclusively to governmental agencies. C.A.P. Government **does not provide "Private Provider Services" to the private sector** thus avoiding potential conflicts of Interest.

In summary, no other company in South Florida can match CAP's experience and expertise in this field.

Why us, by the numbers?

28	**Years in Business (Est.1989)**
25	Years Outsourcing Building Services Exclusively to the Government
10	Municipal Clients - Full service
30	Municipal Clients - Supplemental Services **(Similar to the scope of this RFP)**
4	Educational Clients
44	**Total Building Department Outsourcing Clients**
80	Percent of our Clients are within the HVHZ.
2	**Years with Palm Beach County**
12	Years with the City of Weston
12	Years with the Town of Cutler Bay
22	Years with the City of Aventura
1	Broward County Headquarters located in Fort Lauderdale
1	Palm Beach County Headquarters located in West Palm Beach
140	Employees dedicated to outsourcing Building Services
0	**Private Sector Clients**

Finally, C.A.P. Government, Inc. has been providing Building Department services to Palm Beach County for the past two (2) years and if given the opportunity, **will continue to provide and improve**. Should you require any additional information, or wish to discuss this proposal further, please contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Perrin, PE
President

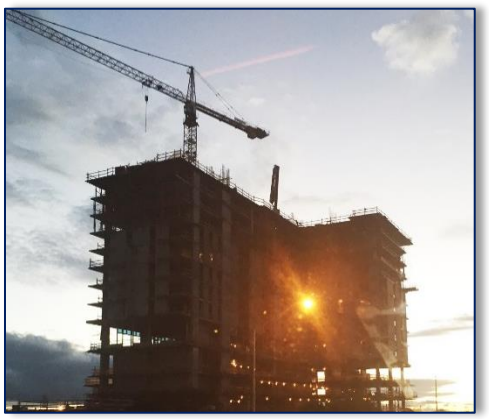
3.1 Experience / Qualifications / Background / References Information

3.1.1 EXPERIENCE:

C.A.P. Government, Inc. (CAP) was established in 1989 by Mr. Carlos A. Penin, PE. CAP is a Florida Corporation with three (3) offices in South Florida:

CORPORATE OFFICE IN MIAMI-DADE COUNTY:

343 Almeria Avenue
Coral Gables, FL 33134
T. (305) 448.1711
F. (305) 448.1712
Email: cap@capfla.com
www.capfla.com



BROWARD COUNTY:

100 S.E. 12 Street
Fort Lauderdale, FL 33316
T. (954) 888.9882
F. (954) 888.9860

PALM BEACH COUNTY:

1910 N. Florida Mango Road
West Palm Beach, FL 33409
T. (561) 508.0615
F. (561) 708.5742

For over 25 years C.A.P. Government has maintained a noteworthy track record for the professional management of all phases of the building and the permitting process. In 1992, CAP began outsourcing Building, Public Works, Engineering and the Zoning Department services to the newly created Village of Key Biscayne. Immediately upon taking the helm, South Florida suffered the wrath of Hurricane Andrew.

Our success in providing these services during very difficult times proved that our "outsource model" worked. In 1995, the City of Aventura followed Key Biscayne and retained C.A.P. Government as the company to provide services to its Building Department. On November 1, 2015, CAP joined the City of Aventura in celebrating twenty (20) years of continuous service. CAP's pioneering efforts have dramatically improved the efficiency of existing Building departments and aided in the creation of new

departments across South Florida. Today CAP provides outsourced Building Department services to forty (40) municipalities and is recognized as a leading provider of these services. In addition, we also provide Building Department outsourcing to the following educational institutions: The School Board of Broward County, Miami-Dade County Public Schools, Florida International University and Miami-Dade College.

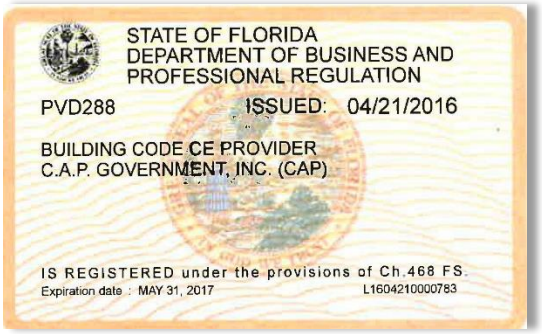
CAP now employs approximately one hundred forty (**140**) employees in various offices and municipalities throughout South Florida. CAP's expertise is developing tailored solutions to implementing Building Code services to government clients. Our staff has extensive experience in performing these services while adhering to established protocols, ethics and the Florida Building Code (FBC).

CAP's Building Department protocols and procedures exemplify the professionalism in providing consistency to its municipal clients and the residents of those cities. ***We have several contracts with 10, 15 and 20 years of continuous service.*** Understanding that customer service is paramount; our staff responds to the permit holders quickly to serve their needs by assuring that all plans examination and inspections are performed timely, efficiently, uniformly, and in accordance with the FBC.

QUALIFICATIONS:

C.A.P. Government has a team of qualified personnel to perform professional building code services per Chapter 553 and 468, Part XII of the Florida Statutes, the FBC and all relevant local codes and ordinances as adopted by each individual municipality. Our plans examiners and inspectors are certified by the State of Florida Code Administrators and Inspection Board, Engineers by the State of Florida Board of Professional Engineers, Architects by the Board of Architecture and Interior Design, and by the State of Florida Department of Business and Professional Regulation. All CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy. Additionally, our employees are required to participate in yearly ethics training courses, adhere to the company's code of conduct and

take continuing educational credits to maintain their licenses. Our employees are encouraged to obtain additional certifications through educational programs and training opportunities.



To maintain a high level of service to our clients, CAP provides our Plans Examiners and Inspectors support and training through continuing education. We emphasize training of our personnel because we understand that having qualified and experienced personnel is the only way to administer an efficient and accurate Building Department. To that end, we have taken a unique approach. On April of 2016, CAP became an Educational Provider accredited by the Florida Department of Business and Professional Regulations and recognized by the Florida Building Code Administrators and Inspectors Board.

BACKGROUND:

C.A.P. Government outsources Building Department services to government municipalities in Miami-Dade, Broward, Palm Beach Counties, Collier and Monroe Counties. A few examples of CAP's clients in Palm Beach County where we provide similar services are:

- Palm Beach County
- City of West Palm Beach
- City of Pahokee
- City of Boynton Beach
- Town of Briny Breezes
- City of Greenacres
- Town of Palm Beach County
- Village of Wellington
- City of South Bay
- City of Delray Beach
- City of Riviera Beach

CAP's familiarity with the standard, day to day practices and procedures of building departments uniquely qualifies our staff to respond effectively to natural disasters. Several members of our staff hold certifications in the Federal Emergency Management Agency's (FEMA) National Incident Management System (NIMS) program. Our team remains abreast of FBC updates and requirements to provide our clients with the level of quality service. Our experience with the FBC has evolved through the transition from the various editions of the Building Codes beginning with the changes as a result of the lessons learned from Hurricane Andrew until the current 5th Edition (2014).

Our Company **does not perform "Private Provider" services.**

3.1.3 SIMILAR PROJECT EXPERIENCE:

The following is a more comprehensive list of CAP's clients with the term of our contracts and the services provided.

	Comprehensive Building Department Services		
	Name of Entity	**Term**	**Services Provided**
1	City of Aventura	1995 - Present	Full Building Department
2	Town of Cutler Bay	2005 - Present	Full Building Department
3	Village of El Portal	2006 - Present	Full Building Department
4	North Bay Village	2013 - Present	Full Building & Public Works Department
5	City of Weston	2005 - Present	Full Building Department
6	Town of Southwest Ranches	2006 - Present	Full Building Department
7	Town of Lauderdale by the Sea	2011 - Present	Full Building Department
8	City of Wilton Manors	2011 - Present	Full Building Department
9	City of South Bay	2010 - Present	Full Building Department
10	City of Pahokee	2015 - Present	Full Building Department

	Supplemental Services		
	Name of Entity	**Term**	**Services Provided**
11	Village of Biscayne Park	2012 - Present	Plans Review and Inspection Services, Code Enforcement
12	Village of Bal Harbour	2013 - Present	Plans Review and Inspection
13	City of Coral Gables	2015 - Present	Plans Review and Inspection
14	City of Doral	2013 - Present	Plans Review and Inspection Services
15	City of Miami Beach	2009 - Present	Plans Review and Inspections
16	City of North Miami Beach	2007 - Present	Plans Review and Inspections
17	Village of Pinecrest	2014 - Present	Plans Review and Inspections
18	Town of Golden Beach	2016 - Present	Plans Review and Inspections
19	City of Sweetwater	2016 - Present	Plans Review and Inspections
20	City of Greenacres	2015 - Present	Plans Review and Inspection
21	City of Boynton Beach	2014 - Present	Plans Review and Inspection

	Supplemental Services		
	Name of Entity	**Term**	**Services Provided**
22	City of Parkland	2008 - Present	Plans Review and Inspection
23	City of Delray Beach	2015 - Present	Plans Review and Inspections
24	Town of Palm Beach	2015 - Present	Plans Review and Inspections
25	Village of Wellington	2015 - Present	Plans Review and Inspections
26	City of Naples	2015 - Present	Plans Review and Inspections
27	Village of Islamorada	2016 - Present	Plans Review and Inspections
28	City of Coconut Creek	2014 - Present	Plans Review and Inspections
29	City of Fort Lauderdale	2006 - Present	Plans Review and Inspections
30	City of Hollywood	2013 - Present	Plans Review and Inspections
31	City of Oakland Park	2012 - Present	Plans Review and Inspections
32	City of Lauderhill	2005 - Present	Plans Review and Inspections
33	Town of Davie	2012 - Present	Plans Review and Inspections
34	City of Dania Beach	2016 - Present	Plans Review and Inspections
35	City of West Palm Beach	2016 – Present	Plans Review and Inspections
36	Town of Briny Breezes	2016 – Present	Plans Review and Inspections
37	City of Riviera Beach	2016 - Present	Plans Review and Inspections
38	City of West Palm Beach	2016 - Present	Plans Review and Inspections
39	City of Coral Springs	2015 - Present	Plans Review and Inspections
40	Town Pembroke Park	2017-Present	Plans Review and Inspections

3.1.4 REFERENCES:

1. **CITY OF AVENTURA**
19200 W. Country Club Drive
Aventura, FL 33180

Contact Name:	Mr. Eric M. Soroka, City Manager
Phone Number:	(305) 466.8910
E-Mail:	esoroka@cityofaventura.com
Dollar amount:	Our fees are based on a percent of the revenue collected by the City's Building Department. Our Company's revenues for 2015 and 2016 were approximately $1.6 M. and $3.2 M., respectively.
Date of Service:	1995 to Present
Services performed:	Full Building Department Services including the Building Official, all of the technical personnel and the Permit Clerks.
No. of Personnel:	Fluctuates based on the number of permits and inspections required. We maintain a specific Level of Service specified in our Professional Service Agreement.

2. **CITY OF WESTON**
17200 Royal Palm Boulevard
Weston, FL 33326

Contact Name:	Mr. John R. Flint, City Manager
Phone Number:	(954) 385-2000
E-Mail:	jflint@westonfl.org
Dollar amount:	Our fees are based on a percent of the revenue collected by the City's Building Department and their Building permit fee schedule. Our Company's revenues for 2015 and 2016 were approximately $1.4 M. & $1.7 M., respectively.
Date of Service:	2005 to Present
Services performed:	Full Building Department Services including the Building Official, all of the technical personnel and the Permit Clerks.
No. of Personnel:	Fluctuates based on the number of permits and inspections required. We maintain a specific Level of Service specified in our Professional Service Agreement.

3. **BOYNTON BEACH**
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Contact Name:	Mr. Andrew Mack, PE, Director of Development / City Engineer
E-Mail:	macka@bbfl.us
Phone Number:	(561) 742-6628
Dollar amount:	Our fees are based on negotiated hourly rates for the number of hours that we work providing Building Department services. Our Company's revenues for 2015 and 2016 were approximately $323,000 and $399,000, respectively.
Date of Service:	2014 to Present
Services performed:	Supplemental Services Plans Reviews and Inspections for all trades.
No. of Personnel:	Fluctuates based on the number of permits and inspections required. We currently have 2-3 full time employees and the rest are on an as needed basis.

3.2 Project Approach / Understanding Information

3.2 PROJECT APPROACH AND UNDERSTANDING

In this Section, we outline our proposed approach to this opportunity and our understanding of how to comply with the RFP's contract responsibilities by providing Building Inspection (building, plumbing, electric, and mechanical HVAC), Plan Review and Permit Technician Services. In fact, ***C.A.P. Government, Inc. (CAP) has been providing Building Code Services to Palm Beach County since 2015.*** CAP's familiarity with the County's policies, procedures and in utilizing the County's in-house automation system, "Electronic, Planning, Zoning and Building" (EPZB), allows us to seamlessly continue to serve the County. Several of the staff, currently serving the PZ&B Department, are multi-licensed for plan reviews and inspections as preferred in this RFP. CAP has responded to the County's requests for plan reviews and inspections within reasonable time frames and we have therefore increased our services. Our goal is to continue providing quality service to the County's PZ&B Department through stringent permitting, inspection methodologies, effective and friendly customer service.

We have included, in **Section 3.3 Key Personnel and Operations Information an** Organizational Chart **that shows the "Structure of our Firm" and** a chart that shows our Proposed Staff. The latter, identifies CAP staff that is currently serving the County's Planning, Zoning and Building (PZ&B) Department.

3.2.1 OVERVIEW OF PROJECT TASK:

PERMIT TECHNICIANS:

The Building Department plans process begins with the interaction between the Permit Technicians and the applicant. CAP prides itself on providing customer centered services therefore, CAP's Permit Technicians are scrutinized to be both qualified and to have active listening skills.

CAP provides Permit Technicians to various Building Departments throughout Miami-Dade, Broward, and Palm Beach counties. Our Permit Technicians accept and process permit applications including checking for the completeness of the documentations, applicable fees, receipt of payments, scheduling the plan reviews, issue permits and schedule inspections. Below is a listing of a few of the Building Departments where CAP has full time Permit Technicians:

- **City of Weston**
- **City of Wilton Manors**
- **City of Aventura**
- **Town of Southwest Ranches**
- **Lauderdale-by-the-Sea**
- **Town of Cutler Bay**

CAP's Permit Technicians are familiar with Florida contractor licensing laws as described in Florida Statute (FS) Chapter 489 (Construction Contracting), and permitting regulations contained in FS Chapter 320 (mobile homes), FS Chapter 553 (permitting), FS Chapter 470 (worker's compensation) and FS Chapter 713 (Florida Lien Law) as required by the RFP. **CAP's Permit Technicians are ready to serve Palm Beach County and its residents.**

REVIEW PLANS FOR PERMITTING:

- Permit Technicians will review applications for compliance with the County's submittal requirements including as-built surveys, field revisions, design professional letters, elevation designations, contractor's information and insurance as well as compliance with zoning and other necessary departments.
- Permit Technicians will log and route the application documents and plans to obtain the technical reviews by the appropriate CAP Plan Examiner for compliance with the Florida Building Code (FBC).

- The technical review process will begin after the submittal of a completed application is entered in the County's EPZB system.
- In accordance with the County's procedures, the permit holder will be notified as to approval or what corrections are required to the plans and documents to meet the FBC and other federal, state and local laws, rules, regulations, directives, codes and ordinances.
- Comments and related FBC sections generated by plan reviews will be entered in the Building Department's automation system and maintained by the County Staff.
- The first plan review of a residential project with minor improvements will be completed within two (2) days, and within five (5) days for larger projects. The first plan review of commercial projects will be performed in five (5) days or more depending on their scope. The review will include compliance with all applicable County code and ordinances.

ISSUING OF PERMITS AND INSPECTIONS:

- A building permit will be issued by the County once CAP and County staff have reviewed and processed the construction plans and it is determined that the permit application and supporting documents comply with the codes. CAP will follow the County's procedures and requirements for compliance with the FBC, including expired permits and FBC violations.
- Permit Technicians will notify CAP Inspectors of all inspection requests with sufficient lead time for CAP to perform the inspections.
- Using the approved plans, CAP's Inspectors will verify that the work conforms to the plans. At the construction site the Contractor's representative will be informed as to whether the inspection

- has passed or failed. If the inspection fails, the FBC Section will be referenced substantiating the failure. The inspection results will be entered on the field Permit Card.
- The results of inspections, field investigations and daily hours and logs will be entered into the County's computer systems. CAP will prepare written reports of inspections, field investigations of complaints, and other reports requested by the County utilizing the County's forms and databases.

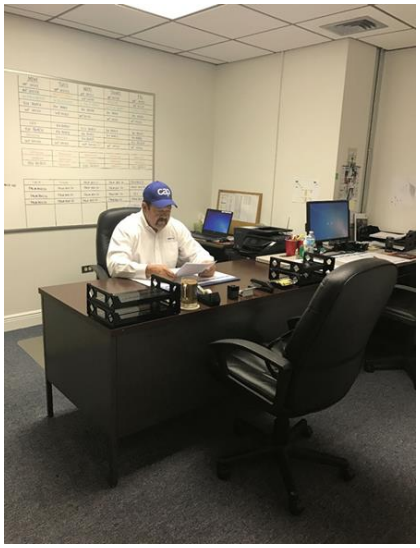
PREPARE WRITTEN REPORTS, RECORDS, AND INVESTIGATIONS:

- As part of our responsibilities, CAP will prepare written reports of inspections, investigation of complaints, and other reports using the County's forms. The inspection results, plan reviews and code compliance results will be entered in the daily logs. These results will be maintained in the County's computer system. The daily logs along with the summary sheets will be attached to all of CAP's billing statements.

COORDINATION WITH CUSTOMERS AND STAKEHOLDERS:

- When requested by the Building Official and/or designee, CAP's staff will consult with architects, engineers, contractors and other stakeholders for building code guidance on large or smaller projects. CAP will also consult when necessary with Building Code experts when questionable and technical matters surface concerning the FBC. CAP staff will meet with architects, engineers, homeowners, contractors and stakeholders when requested, to discuss expediting plan review, inspections concerns, issues, questions, problems and possible solutions.

STAFF SCHEDULES:



CAP staff will report to the County's Building Official and/or designee. The inspections services will be provided to the County during normal business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, and Plan Review services from 8:00 a.m. to 5:00 p.m. or as may be altered upon mutual agreement.

EMERGENCY SERVICES:

If the County suffers a severe storm, hurricane or any other natural or manmade disasters, CAP will make available the necessary Building Code staff to:

- Monitor the National Weather Service and once it issues a Hurricane Watch, or as directed by the Building Official, CAP personnel will assist the County in notifying contractors to "safe-up" their construction sites. Contractors need to take the necessary measures to ensure that all materials are properly secured.
- Provide the County with a listing of CAP staff that will be available to respond to an emergency or natural disaster. The list will include the names of priority responders, supervisors and back-up personnel with their cell phone and home numbers.
- Abide by the emergency procedures as set forth by the County which will identify CAP's role in assisting in the emergency response.
- Assist in damage assessment and comply with the Federal Emergency Management Agency's (FEMA) requirements. As directed, CAP will perform Building Plans Reviews and Inspections in connection with these events.

- Respond to fire emergencies, evaluating the level of damage and taking appropriate measures to insure safety for the occupants. Report findings and obtain direction from the County's Building Official and/or his designee.
- Coordinate with other responders such as the Fire Department, utilities, and FPL to stabilize the emergency in the County.

CONFORMANCE TO FEMA REGULATIONS:

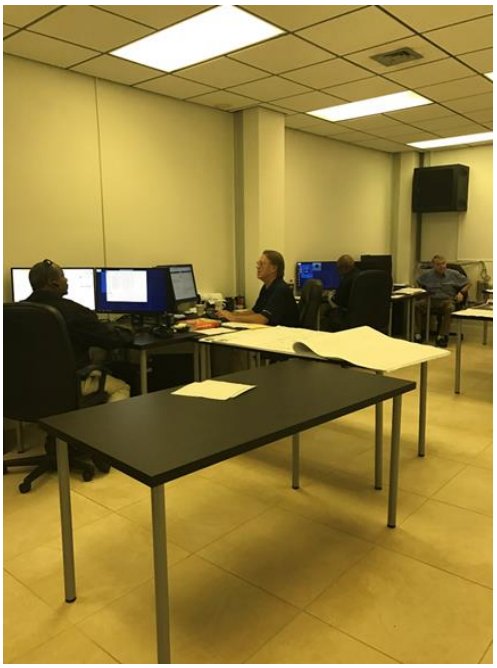
- When directed by the County, CAP will review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. CAP's staff responding to this assignment is FEMA National Incident Management System (NIMS) qualified.

SELECTION AND ASSIGNMENT OF PERSONNEL:

- CAP acknowledges that the County reserves the right to interview and select personnel that will be assigned to this contract. Personnel approved by the County shall not be changed without prior consent by the County. Any CAP personnel approved for assignment or replacement shall be qualified and available to provide services for the County.

AUTOMATION:

- CAP will continue to utilize the County's in-house automation system "Electronic, Planning, Zoning and Building" (EPZB), as directed.
- There is legislation taking effect October 2017 that will require all muncipalities to have the capacity to accept permit applications electronically. In anticipation of this requirement and to better serve its clients, CAP has developed the **Electronic Plan Review (EPR) and Inspection (INSP) Platform**. This Platform is used to expedite plans reviews process, related communication and reporting. **All notification on each project is "real time" and sent via email to all of the stakeholders**. By using our Platform, turnaround times and efficiency will greatly increase. End users will be able to view and respond to comments in real time and upload "Revised" drawings into the on-line system for approvals. The Design Team will have the capability to interact directly with our reviewers using the same Platform. ***CAP's West Palm Beach office has the resources and capability to fully perform Electronic Plans Reviews.***



- The **EPR system** is currently being used by our Educational clients with overwhelming success.

ADDITIONAL RESPONSIBILITIES:

- CAP is prepared to act as the County's representative and attend meetings, as requested. CAP will prepare cases and represent the County at the Code Enforcement Board and/or Special Magistrate Meetings in conjunction with the County Attorney. CAP will assign Senior Staff to the County to support, coordinate and assist in all building code services.

- CAP staff will receive and investigate complaints from County citizens, County employees, and administrative staff that refer to working without a permit. Code Violations, County codes and ordinances will be enforced as required. Utilizing County forms, results of the investigation will be entered into the County's EPZB system.
- CAP will coordinate activities with County's Building Official, Boards and Agencies, including participating in the County's Unsafe Structure program.
- Under the County's direction, CAP personnel will inspect new and transferred business uses. The Business Use application will be researched as to its past usage to determine if there are any changes to the use that would require modifications to the existing structure to meet current Florida Build Code requirements (FBC).
- Under the County's direction, CAP will coordinate their Building Department activities with the County's Planning and Zoning Consultants, County's Fire Marshall, and County's Code Enforcement Officers.
- CAP will perform other duties relating to or incidental to Plans Examiner's or Inspector's primary duties, as required by the County from time to time.
- CAP will coordinate activities with County's Building Official and/or his Designee, Boards and Agencies, including participating in the County's Unsafe Structure program as described in the County's Administrative sections of the Florida Building Code (FBC). Our staff will provide support to the Building Official and/or Designee to conduct inspections, posting and recording violations as required.

CAP SHALL PROVIDE:

- Company issued **Employee I.D. badge.**
- Florida Building Code Books
- Company cellular telephone.
- Company uniforms with Company logo.

- Vehicle in good operating condition capable of transporting one ladder, long enough to reach the roof of a typical one story home.
- Safety shoes, hard hats and all safety equipment.

3.2.2 COUNTY RESOURCES:

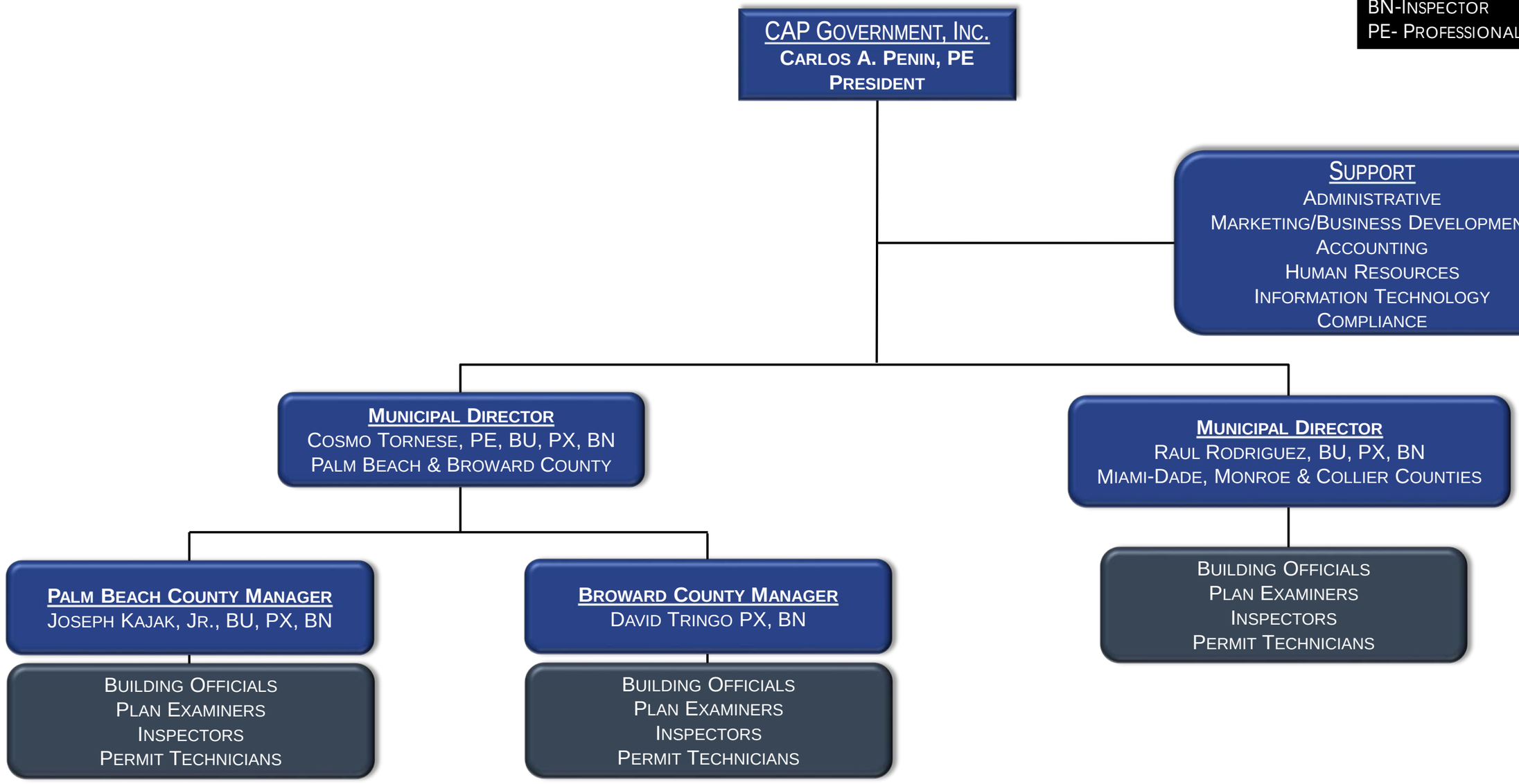
County resources which will be required to conduct the project tasks are:

- Office Space with adequate means to perform plans reviews
- Automation system and other support services with County staff assistance.
- Regulations needed to review plans, documents and inspections requirements.
- Office Equipment and Materials (i.e. copy machines, office phones, computers, magnetic car signs, etc...)
- County's support personnel to assist in plans review and inspections services

3.3 Key Personnel and Operations Information

3.3.1 Organizational Chart-Structure of Firm

BU- BUILDING OFFICIAL
PX-PLANS EXAMINER
BN-INSPECTOR
PE- PROFESSIONAL ENGINEER



3.3.1 Organizational Chart-Proposed Staff

LEGEND:
Red * CAP staff With Multi-Discipline License
Red Text CAP staff currently assigned to PBC

BU-BUILDING OFFICIAL
PX-PLANS REVIEW
BN-INSPECTOR
PE-PROFESSIONAL ENGINEER
RA-REGISTERED ARCHITECT

BUILDING OFFICIAL
DOUGLAS WISE , BU, PX, BN

PRINCIPAL-IN-CHARGE
CARLOS A. PENIN, PE

QA/ QC MANAGER
COS TORNESE, PE, BU, PX, BN
DAVID TRINGO, PX, BN

PROJECT MANAGER
*JOSEPH KAJAK, JR., BU, PX, BN

PERMIT TECHNICIANS
LISA REICES-NICASIO
NADIA SANCHEZ
MARTA HENRIQUEZ
DIGNA REGUS
ASTON LEE

BUILDING
*DEBBIE NUTTER, BN
RALPH CATANESE, BN
*JOHN SYLVESTRI, PX, BN
JACK MORELL, BU, PX, BN
JOHNATHAN BROOKS, PX, BN
JUDSON DULANY, PX, BN
MERVIN LUNSFORD, BU, PX, BN

MECHANICAL
*JOSEPH KAJAK, JR. BN
HECTOR CARBIA, PX, BN
*DEBBIE NUTTER, BN
*WARREN DE LOACH, PX BN
*JOHN SYLVESTRI, BN
DANIEL GAGNE, BU, PX, BN
STEWART GROW, BN

ELECTRICAL
*DEBBIE NUTTER, BU, PX, BN
JIM SUGG, PX, BN
JOHN PEARSON, PX BN
SCOTT DRY, PX, BN
SIEGFRIED SCHMIDT, PX, BN
DOUG ORGAN, PX, BN

PLUMBING
*JOSEPH KAJAK, BU, PX, BN
KEVIN CHAPMAN, BN
*WARREN DE LOACH, PX BN
JAMES BICKFORD, BU, PX, BN

3.3.2 PERSONNEL PROPOSED

NAME	# YEARS	ROLE DESCRIPTION	LICENSE
Carlos A. Penin, PE	38	Principal-in-Charge	PE33216
Cosmo Tornese, PE, BU, PX BN	37	QA/QC Manager	PE15701,BU284,PX347, BN739
David Tringo, PX, BN	35	QA/QC Manager	PX2097, BN4165
***Joseph Kajak, Jr., BU, PX, BN**	**41**	**Project Manager Plumbing Plans Examiner & Inspector Mechanical Inspector**	**BU420, PX534, BN1217**
***Debbie Nutter, BU, PX, BN**	**40**	**Building Inspector Mechanical Inspector Electrical Plans Examiner & Inspector**	**BU1478 PX2657 BN5093**
***Ralph Catanese, BN**	**31**	**Building Inspector Plumbing Inspector**	**BN1071, BU371**
Anthony Russo, BU, PX, BN	**20**	**Building Plans Examiner & Inspector**	**BU792, PX242, BN520**
***John Sylvestri, PX, BN**	**12**	**Building Plans Examiner & Inspector Mechanical Inspector**	**PX313, BN610**
*** Warren DeLoach, PX, BN**	34	**Building Plans Examiner Mechanical Plans Examiner & Inspector Plumbing Plans Examiner & Inspector**	**PX690, BN1571**
Jack Morell, BU, PX, BN	56	Building Plans Examiner & Inspector	BU, PX, BN
Mervin Lunsford, BU, PX, BN	20	Building Plans Examiner & Inspector	BU, PX, BN
Johnathan Brooks, PX, BN	36	Building Plans Examiner	
Judson Dulany, PX, BN	25	Building Plans Examiner & Inspector	PX3626, BN6644
Hector Carbia, PX, BN	**15**	**Mechanical Plans Examiner & Inspector**	**PX3608, BN6473**
Daniel Gagne, BU, PX, BN	27	Mechanical Plans Examiner & Inspector	BU1485, PX908, BN34
Stewart Grow, BN	20	Mechanical Inspector	BN6260
Jimmy Sugg, PX, BN	17	Electrical Plans Examiner & Inspector	PX2558, BN1701
John Pearson, PX, BN	33	Electrical Plans Examiner & Inspector	PX3726, BN6763
Scott Dry, PX, BN	19	Electrical Plans Examiner & Inspector	PX2405, BN4711
Siegfried Schmidt, PX, BN	22	Electrical Plans Examiner & Inspector	PX837, BN1451
Doug Organ, PX, BN	27	Electrical Plans Examiner & Inspector	PX3449, BN6417
Kevin Chapman, BN	**17**	**Plumbing Inspector**	**BN5198**
James Bickford, BU, PX, BN	25	Plumbing Plans Examiner & Inspector	BU1375, PX248, BN526
Nadia Sanchez	11	Permit Technician	N/A
Marta Henriquez	3	Permit Technician	N/A
Digna Regus	9	Permit Technician	N/A
Aston (David) Lee	14	Permit Technician, Building & Zoning	N/A

LEGEND

* - Signifies Multi-Discipline Personnel
Red -Text signifies staff that are familiar with Palm Beach County policies and procedures

CARLOS A. PENIN, PE

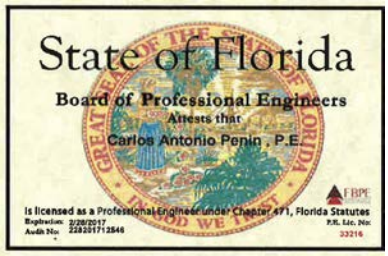
Principal-in-Charge

Education:

- M.S in Environmental and Urban Systems, Florida International University, 1982
- B.S. in Civil Engineering with Specialization in Construction Management, University of Florida, 1977

Licenses:

- State of Florida, Standard Professional Engineer: Florida, 33216



Mr. Penin has 30 years of experience in a wide variety of projects including highways, bridges, airport terminals and airfields, water and sewer infrastructure; stadiums, various land development projects, environmental services as well as inspection in a variety of projects.

Mr. Penin's representative project experience includes:

C.A.P. Government, Inc. (CAP) Coral Gables, FL (1989-Present). President and founding principal of CAP. Mr. Penin serves in an administrative capacity overseeing the daily operations of the firm. His responsibilities include marketing and business development activities, contract oversight, and staff management.

Keith and Schnars, PA, Miami, FL (1984-1989) Regional Manager/Resident Engineer, responsible for management, scheduling, monitoring and liaison with regulatory agencies and local authorities on major land development projects.

Williams, Hatfield and Stoner, Inc., Miami, FL (1980-1984) Project Engineer/Project Manager responsible for project administration on Urban Road Developments and other assignments in South Florida. Also directed marketing activities in Latin America. Served as Project Manager on a number of "Landslide" projects for the Ft. Lauderdale/Hollywood international Airport. Supervision of Plans and Specifications for a portion of Holmberg Road in Plantation. Responsible for three residential developments totaling 600+ acres. Involved in the design of water, wastewater, drainage and paving systems, the preparation of construction specification and storm drainage calculations required for a South Florida Water Management District permit, and the supervision of construction drawings preparation.

Formerly known as Ferendino/Grafton/Spillis/Candela Miami, FL (1978-1980) Civil Engineer, responsible for civil engineering design and construction inspection of government and private projects.

Florida Quality Contractors, Inc., Miami, FL (1977-1978) Civil Engineer, responsible for managing the preliminary stages of a 72-unit condominium development in Dunedin, Florida and various other residential development projects in South Florida.

COSMO TORNESE, PE

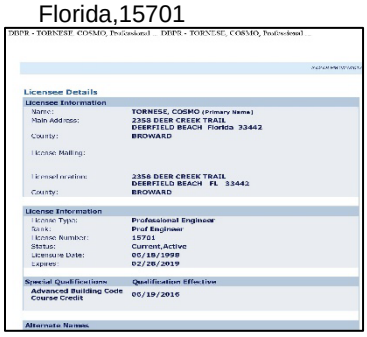
Professional Engineer / QA-QC Manager

Education:

- B.S. in Civil Engineering City College of New York, 1965

Licenses/Registrations

- Professional Engineer: Florida,15701



Licensee Details

License Information

Name: TORNESE, COSMO (Primary Name)
Main Address: 2358 DEER CREEK TRAIL DEERFIELD BEACH Florida 33442
County: BROWARD

License Mailing:

Licensed Location: 2358 DEER CREEK TRAIL DEERFIELD BEACH FL 33442
County: BROWARD

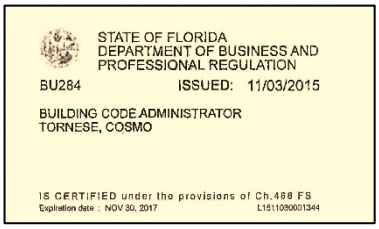
License Information

License Type: Professional Engineer
Rank: Prof Engineer
License Number: 15701
Status: Current,Active
Licensure Date: 05/18/1998
Expires: 02/28/2019

Special Qualifications | Qualification Effective
Advanced Building Code Course Credit | 06/19/2016

Alternate Names

- Standard Building Code Administrator: Florida, BU284



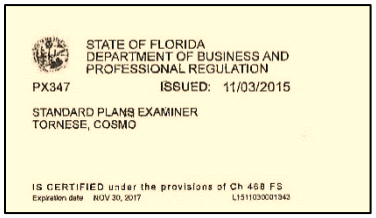
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BU284 ISSUED: 11/03/2015

BUILDING CODE ADMINISTRATOR
TORNESE, COSMO

IS CERTIFIED under the provisions of Ch.468 FS
Expiration date : NOV 30, 2017 L1511030001344

- Standard Plans Examiner: Florida, PX347



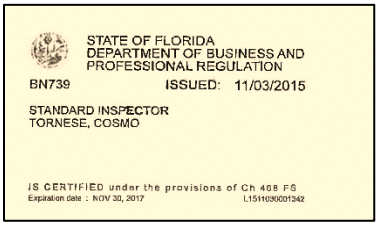
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX347 ISSUED: 11/03/2015

STANDARD PLANS EXAMINER
TORNESE, COSMO

IS CERTIFIED under the provisions of Ch 468 FS
Expiration date : NOV 30, 2017 L1511030001343

- Standard Inspector: Florida, BN739



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BN739 ISSUED: 11/03/2015

STANDARD INSPECTOR
TORNESE, COSMO

IS CERTIFIED under the provisions of Ch 468 FS
Expiration date : NOV 30, 2017 L1511030001342

Mr. Tornese has more than 42 years of professional engineering experience. His experience includes serving in various Committee Board including the Broward County Board of Rules and Appeals (BORA) Engineering Committee, Education Committee, and Florida Building Code Commissions Board.

Mr. Tornese was selected by the Governor of Florida to serve in Mechanics Lien Law Committee, and the Construction Industry Licensing Board. He holds various licenses including Building Code Administrator, Building Plan Examiner, and Building Inspector.

Mr. Tornese' s representative project experience includes:

C.A.P. Government, Inc. (CAP), Broward and Palm Beach County, FL (2006-Present), Broward and Palm Beach County Manager / Building Code Administrator. Mr. Tornese is responsible for overseeing the operations of our Broward and Palm Beach Counties operations servicing over twenty (20) municipalities combined. He is BORA certified in both Miami-Dade and Broward Counties. In addition, he is qualified to provide professional services to educational institutions per the State Requirements for Educational Facilities (SREF). Mr. Tornese serves as the Building Code Administrator for the City of Wilton Manors, and Assistant Building Official for the City of Weston.

Broward County, Building Department (1974-2003) Director of Building Department. Mr. Tornese served in the Broward County Contractors Licensing Board Staff, Elevator Program and Code Enforcement.

N.J. Dracos Associates, Inc. , Miami, FL (1972-1974) Structural Design Engineer responsible for design of high-rise buildings.

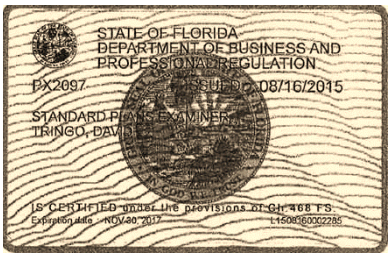
New York City Transit Authority, New York, NY (1956-1972) Project Engineer and Coordinator.

DAVID TRINGO

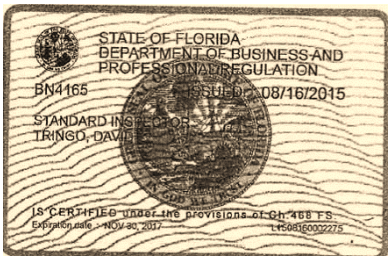
Electrical Plans Examiner / Inspector / QA-QC Manager

Licenses/Registrations:

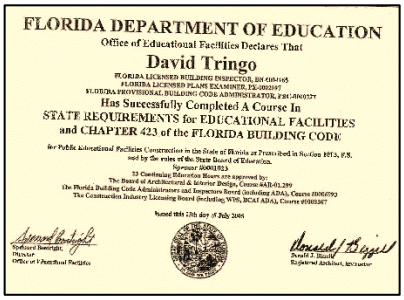
Standard Plans Examiner :
Florida, PX 2097



- Standard Inspector: Florida, BN4165



SREF Certification


FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities Declares That
David Tringo
Has Successfully Completed A Course In
STATE REQUIREMENTS for EDUCATIONAL FACILITIES
and CHAPTER 423 of the FLORIDA BUILDING CODE

County Building Department for over 6 Years. He also served as the Director of Maintenance for the Broward County Housing Authority for 5 years dealing with all housing types from single family to high rise dwelling units. His experience was further enhanced as an Airport Manager at the Fort Lauderdale/Hollywood Airport. In 1985, after completing a five year building process as project/senior engineer and Chief Project representative for Reynolds, Smith & Hills, the Project Architect of record, Mr. Tringo took over as Broward County Facility (Airport) manager overseeing a staff of 128 people to bring the new facility on line and integrate it with the entire airport operations system.

Mr. Tringo's representative project experience includes:

Building Director and Chief Electrical Inspector Southwest Ranches &, Weston, Florida (C.A.P. Government, Inc.). 2005 to present Contact people John Flint City Manager City Of Weston 954-385-0500

Electrical Supervisor of inspectors, Broward County, Responsible for supervising building code services for all od Broward County. Responsibility included Fort Lauderdale Airport

President and Qualifier, Florida (Wiremen Design and Build - Wiremen & Company). The firms specialized in design/build, general and electrical contracting in the south Florida area on industrial, commercial and residential projects. Broward County Florida 1993 to 1999

Director of Maintenance, Broward County, Florida (Broward County Housing Authority). Director of Maintenance responsible for overseeing all related operation of construction and maintenance of all trades including HVAC, mechanical, electrical, plumbing, structural, roofing, site work, landscaping, etc. Director of Federal funding grants and responsible for approving and inspecting projects (average 3 million a year) 1989 to 1993

Chief Project Representative, Fort Lauderdale, Florida (Reynolds, Smith & Hills). Served as project representative construction of Fort Lauderdale/Hollywood airport. Initial 80's project included 500 million dollar worth of improvements with four concourses and three terminals. Completing project on time and within budget. Upon completion requested and selected by Broward County to become facilities director (airport manager) to oversee 128 new employees to commission the new facility. RS&H 1982 to 1987 and Broward County as Airport Manager from 1987 to 1989

JOSEPH KAJAK, JR.

Project Manager / Plumbing Plans Examiner & Inspector, Mechanical Inspector

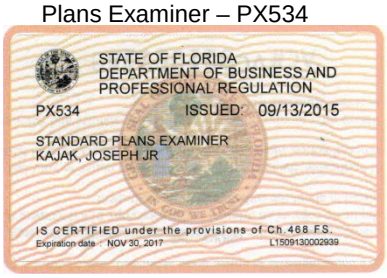
Education:

- Washtenaw Community College, Ann Arbor, Michigan Associate in Applied Science (2008)
- Purdue University, (1987)
- (Certified Instructor of Journeyman & Apprentices}
- Plumbing Air Conditioning Pipe Lifting Apprenticeship program Graduated (1976)
- Palm Beach Junior College 1970 - 1971 (Air Conditioning Courses) 1967 (General Courses)
- Cardinal Newman High School Graduated (1967)

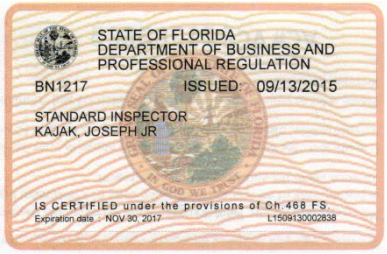
Licenses/ Registrations:

- State of Florida Building Code

- State of Florida Standard Plans Examiner – PX534



- State of Florida Standard Inspector – BN1217



Mr. Kajak has 41 years of experience as a Plumbing Plans Examiner and Inspector. Mr. Kajak is knowledgeable in the state and local codes and laws governing building construction, mechanical, gas, and plumbing. His past experience includes serving as **Chief Plumbing Inspector and Chief Mechanical Inspector for the Palm Beach County Planning, Zoning & Building Department.**

Mr. Kajak Relevant Project Experience includes:

C.A.P. Government, Inc., West Palm Beach, FL (2015-Present) Palm Beach County Manager, Plumbing Plans Examiner / Inspector. Mr. Kajak currently represents CAP as our Palm Beach County Manager, Plumbing Plans Examiner and Inspector, and Mechanical Inspector.

- **Palm Beach County Planning. Zoning & Building (2003 – 2015) Chief Plumbing Inspector.**
- **Palm Beach County Planning, Zoning & Building (1999 - 2003) Chief Mechanical Inspector.**
- United Association of Journeymen & Apprentices of the Plumbing & Pipe industry of the U. S. and Canada a (1994), Backflow Maintenance & Repair instructor.
- CEU Instructor State of Florida, West Palm Beach (1994)
- Palm Beach County Planning. Zoning & Building and Job Training Center.
- Palm Beach County Planning. Zoning & Building Department (1992- 1999)**,** Plumbing Inspector Assistant Chief Plumbing Inspector.
- Palm Beach County. Utilities Department (1991- 1992) Meter Repair Technician II.
- Palm Beach County Planning. Zoning & Building Department (1986-1991)
- Kajak Plumbing, (1984-1986), Owner.
- West Palm Beach (1981 – 1984), Plumbing/Mechanical Instructor, Joint Apprentice Center.

NADIA SANCHEZ

Sr. Permit Technician

Education:

- Elena Duque, High School graduate (1981)
- Metropolitan University- College Degree (Dietetic Technician)

Certifications:

- NIMS Certification- ICS-700, ICS-100, ICS-200
- IBC 2012 Classes (Permit Technician Level #1)

Ms. Sanchez has over 11 years' experience as a building Sr. Permit Technician in City of Weston's Building Department.

Ms. Sanchez' Relevant Experience includes:

C.A.P. Government, Inc., Broward and Palm Beach County, FL (2015-Present) Sr. Permit Technician. Ms. Sanchez has familiarity with the Florida Contractor licensing laws and permitting regulations. Mr. Sanchez' responsibilities include:

- Provides guidance to general public regarding application procedures for all type of building permits.
- Reviews permit application for provisions all required information and documentation.
- Distributes applications for necessary reviews.
- Verifies completion of all required reviews, and notifies applicant of approved permit.
- Monitors progress of permit review.
- Serves as a liaison between reviews and applicants.
- Performs specialized processing functions for permits.
- Tracks permit through inspection process to advise customer of status, problems and final approval.
- Maintains building permit packets with detailed files of official records pertaining to process.
- Handles customer questions and issues regarding permit requirements; refers to technical questions to appropriate staff, and advises customer of actions to taken as necessary
- Maintains confidentiality of records.

Calvin Giordano & Associates (2006-2015), Sr. Permit Technicians

- Receive and review building applications from customers; assess scope of project and relevant permit requirements.
- Register and verify the status of Contractor licenses, including verifying that licenses are current with the state of Florida.
- Respond to inquiries from the public in person, phone or email regarding building regulations, policies and procedures, including knowledge of the Florida Building Codes and City Ordinances
- Reviews, accepts permit applications and construction plans for completeness.
- Issue permit after they have received the appropriate review.
- Schedule inspection.
- Assist building inspectors in coordinating inspection requests; perform clerical duties for building inspectors.
- Knowledge of preparing Certificate of Occupancy as required.
- Help to maintain and manages permits filing system, researches and retrieves information related to past and current address file activity. Includes filing and sorting of documents and records.

- Assist public with questions regarding business license in The City of Weston and any related question.
- Received, processes, review, issue application for City of Weston Certificate of Use for commercial and home business.
- Performs related duties as required.

MARTA HENRIQUEZ

Permit Technician

Education:

- High School graduate (1997)

Courses:

- Permit Technician Course, 2016

Ms. Henriquez has been providing Building Permit Technicians services for various municipalities for over three (3) years.

Ms. Henriquez Relevant Experience includes:

C.A.P. Government, Inc., Broward and Palm Beach County, FL (2014-Present) Permit Technician. Ms. Henriquez has familiarity with the Florida Contractor licensing laws and permitting regulations. Mr. Henriquez responsibilities include:

- Answering phones and assists customers at the counter.
- Provides guidance to general public regarding application procedures for all type of building permits.
- Reviews permit application for provisions all required information and documentation.
- Monitors progress of permit review.
- Serves as a liaison between reviews and applicants.
- Lien searches.
- Tracks expired permits.
- Addresses public records requests and maintains building permit packets with detailed files of official records pertaining to the process.

Ms. Henriquez has provided these services for various of CAP's municipal clients including:

  - Lauderdale by the Sea
  - Wilton Manors
  - City of Weston
  - Southwest Ranches

Generations Woman Care, Fort Lauderdale, Florida, (2014-Receptionist, Responsibilities included answering incoming phone calls, and scheduling appointments.

DIGNA REGUS
Permit Technician

Education:
- High School graduate (1981)
- SCS, Business Technical Institute, Brooklyn, NY

Courses:
- Permit Technician Course, 2016

Ms. Regus has over 9 years' experience as a building Permit Technician and senior office assistant.

Ms. Regus' Relevant Experience includes:

C.A.P. Government, Inc., Broward and Palm Beach County, FL (2014-Present) Permit Technician. Ms. Regus has familiarity with the Florida Contractor licensing laws and permitting regulations. Mr. Regus' responsibilities include:

- Answering phones and assists customers at the counter
- Provides guidance to general public regarding application procedures for all type of building permits.
- Reviews permit application for provisions all required information and documentation.
- Distributes applications for necessary reviews.
- Verifies completion of all required reviews, and notifies applicant of approved permit.
- Monitors progress of permit review.
- Serves as a liaison between reviews and applicants.
- Performs specialized processing functions for permits.
- Tracks permit through inspection process to advise customer of status, problems and final approval.
- Maintains building permit packets with detailed files of official records pertaining to process.
- Handles customer questions and issues regarding permit requirements; refers to technical questions to appropriate staff, and advises customer of actions to taken as necessary
- Maintains confidentiality of records.

Ms. Regus' has provided these services for various of CAP's municipal clients including:

  - Town of Briny Breezes
  - Town of Southwest Ranches
  - City of Wilton Manors
  - City of Weston

Southern Metal Products / All Broward Hurricane (1999-2004), Sr. Office Assistant.

- Responsible for preparing all permit packages
- Submitting permits to Building Department
- Handled all Insurance Requests
- Renewal of all State Licenses
- Responsible for maintain accurate Permit Reports for weekly meetings
- Responsible for notarizing legal documents.

ASTON (DAVID) LEE

Permit Technician / Building & Zoning Technician

Education:

- Piper High School
  Sunrise, FL 1994

Mr. Lee has served as a permit, and Community planning technician. He has over 14 years of experience working with the public including positions at various Municipalities in Broward County, with excellent Customer Service experience. He is able to work independently or in teams and pays attention to detail.

Mr. Lee' Relevant Experience includes:

C.A.P. Government, Inc., Broward and Palm Beach County, FL (2014-Present) Sr. Permit Technician. Mr. Lee has familiarity with the Florida Contractor licensing laws and permitting regulations. Mr. Lee provides Permit Technicians services to CAP's municipal clients. Mr. Lee's responsibilities include:

- Provides guidance to general public regarding application procedures for all type of building permits.
- Reviews permit application for provisions all required information and documentation.
- Distributes applications for necessary reviews.
- Verifies completion of all required reviews, and notifies applicant of approved permit.
- Monitors progress of permit review.
- Serves as a liaison between reviews and applicants.
- Performs specialized processing functions for permits.
- Tracks permit through inspection process to advise customer of status, problems and final approval.
- Maintains building permit packets with detailed files of official records pertaining to process.
- Handles customer questions and issues regarding permit requirements; refers to technical questions to appropriate staff, and advises customer of actions to taken as necessary
- Maintains confidentiality of records.

City of Wilton Manors (2012-2014) Community Planning Technician

- Responsible for residential and commercial zoning plan review
- Responsible for managing and coordinating administrative aspects of the division
- Assist with the complete DRC and P&Z review application process
- Posted daily settlement statement
- Discussed general tax license rules and interacted with general public regarding tax, license rules, and Regulations

Lauderdale Lakes, FL, (2003-2012) Permit Technician/Bldg. Dept. Mgr.

- Provided Customer Service
- Maintained daily inventory
- Responsible for managing and coordinating administrative aspects of the division, and assist professional, technical and support personnel.

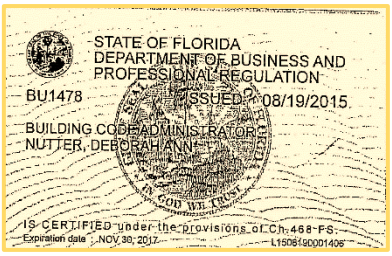
DEBORAH NUTTER

Electrical Plans Examiner/ Electrical, Building and Mechanical Inspector

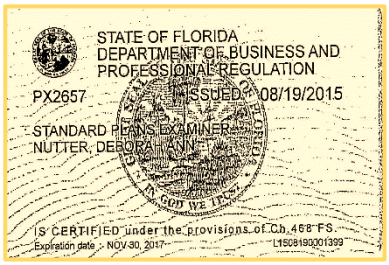
Education:
High School Graduate, Ardmore High School, 1972

Licenses / Certifications:

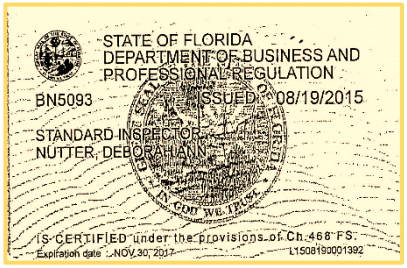
- State of Florida, Building Official, BU1478



- State of Florida, Plans Examiner, PX2657



- State of Florida, Inspector BN5093



Ms. Nutter has 26 years' experience in retail and construction industry. During the past 12 years, Ms. Nutter has been involved in performing inspections and plans review for municipalities including residential and commercial projects.

Ms. Nutter's Relevant Projects:

C.A.P. Government, Inc. (CAP) (6/2016-Present) Building Plans Examiner and Inspector. Ms. Nutter is responsible for performing plans reviews and inspections for CAP's municipal and educational clients in Broward and Palm Beach counties. *Ms. Nutter is currently assigned to Palm Beach County's Planning, Zoning & Building Department. She holds various licenses including: Building, Electrical, and Mechanical Inspector. She is also licensed to provide Electrical Plans Reviews and Building Official services.*

Village of North Palm Beach, North Palm Beach, FL (2013-Present) Sr. Inspector. Ms. Nutter performed inspections for the Village of North Palm Beach. If necessary Ms. Nutter issued Ret Tag violations notices/ Stop work Orders to explain violations and recommended remedies. Assisted in the permit counter.

City of Palm Beach Gardens, Palm Beach Gardens, FL (05/2013-6/2013), Chief Building Inspector. Ms. Nutter was the Chief Building Inspector for the City. Also performed duties of a Code Compliance Officer, attended Special Magistrate hearings, and Planning & Zoning Meetings. Performed inspection of permitted job sites for adherence to the Florida Building Code.

City of Palm Beach Gardens, Palm Beach Gardens, FL (2012-2013), Interim Building Official. Ms. Nutter managed a team of six (6) Inspectors and two (2) Plan Reviewers including training and performance evaluations. Worked in a collaborate effort with Fire Marshal Inspector, GIS, Planning and Zoning and Forestry departments to create an informed and forward thinking process on new and existing projects in the City.

City of Palm Beach Gardens, Palm Beach Gardens, FL (2002-2004) Permit Technicians. Received and processed permit applications for the City. Verified insurance and licensure information. Processed monthly reports for the property appraiser office and FEMA.

RALPH W. CATANESE

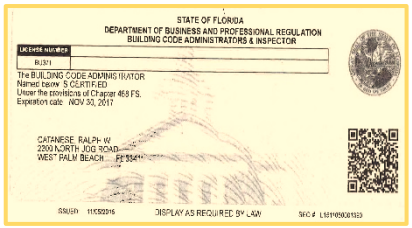
Building and Plumbing Inspector

Education:

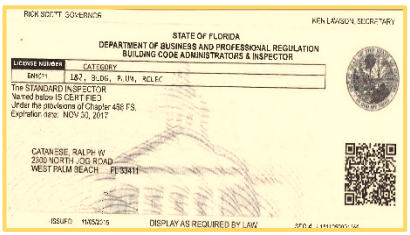
- University of Miami, Coral Gables, FL1973
- Husson College, Bangor, Maine, 1969
- Clinton High School, Bronx, NY, 1969

Licenses / Certifications:

- State of Florida, Building Official, BU371


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR
LICENSE NUMBER
BU371
The BUILDING CODE ADMINISTRATOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017
CATANESE, RALPH W
2300 NORTH JOG ROAD
WEST PALM BEACH FL 33411
ISSUED 11/05/2015
DISPLAY AS REQUIRED BY LAW

- State of Florida, Inspector BN1071


RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR
LICENSE NUMBER
CATEGORY
BN1071
L&2, BLDG, PLUM, RELEC
The STANDARD INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017
CATANESE, RALPH W
2300 NORTH JOG ROAD
WEST PALM BEACH FL 33411
ISSUED 11/05/2015
DISPLAY AS REQUIRED BY LAW

Mr. Catanese has over 31 years' experience performing professional Inspection services for various municipalities and is accredited to perform these services in Texas and Florida.

Mr. Catanese Relevant Project Experience include:

C.A.P. Government, Inc., West Palm Beach, FL (1/2017-Present) Building and Plumbing Plans Inspector. Mr. Catanese a multi-license inspector providing Building and Plumbing inspections for CAP's municipal Clients in Palm Beach County. He is currently assigned to Palm Beach County's Planning, Zoning & Building Department. Mr. Catanese is also licensed to provide Building Official services.

Palm Beach County Planning & Zoning Department, (1987 to 2017), Building Inspector II. Promoted to Field Inspector II.

- **Palm Beach County Planning & Zoning Department, (12/1986),** Building Inspector. Took responsibility for designated area as a regular Field Inspector.

Professional Inspection Services, Inc. (1984-1986) Building Inspector I. Performed inspections for seven municipalities within a 30-mile radius of Austin, TX. Cities included: Pflugerville, Buda, Rollingwood, Manor, Hutto, Sunset Valley and San Leanna. Duties included: planning review for code compliance, permit applications, compliance with zoning ordinances, computing dollar values for building permit fees, field inspections, final inspections for Certificate of Occupancy (Building, Plumbing, Mechanical and Electric final inspections)

Professional Inspection Services, Inc. (1984-1986) Building Inspector II & III. Performed special inspections for A/E firms, insurance companies, banks and attorneys. Monthly reporting to City Councils and Board of Adjustment, also served as expert witness in litigation cases.

City of Manor, TX, (1/1986-6/1986) Building Official and Board of Adjustments.

ANTHONY RUSSO

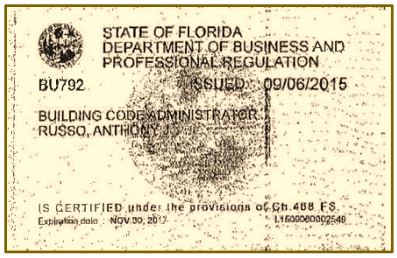
Building Plans Examiner / Inspector

Education:

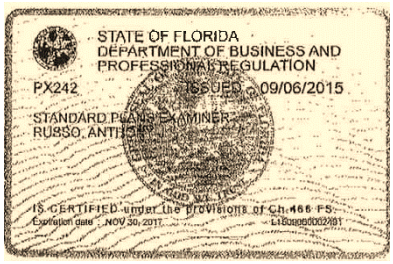
- Middlesex Co College – Civil / Construction Engineering
- US Army OCS and Airborne Infantry Leadership School

Licenses /Registrations:

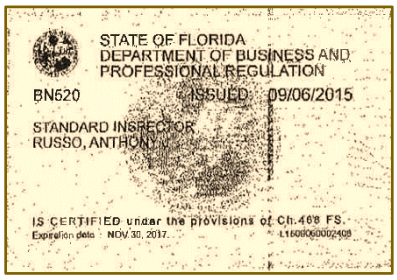
State of Florida Certified Building Code Administrator -BU792



State of Florida Plans Examiner - PX242



State of Florida Structural Inspector - BN520



ICC Certified Building Official, Building Plans Examiner, Building Inspector, Residential C

C.A.P. Government, Inc., Miami, Florida (2014–Present)
Responsible for carrying out the function of Building Official/Chief Structural Inspector/Plans Examiner for CAP's municipal and educations clients.

Cooper City FL (September 2006-December 2012)
Assistant Building Official/Chief Structural Inspector / Plans Examiner

- Improve customer relations
- Supervise day to day operation of the department
- Supervised Plans Review and Inspection Staff
- Interpreted building codes

Additional Relevant Information

- Working knowledge of the building codes
- Experience with FEMA related subjects
- Instructor, NJ Administrative Building Code
- Member of the Broward County Inspector Association, Palm Beach County Inspector Association, and Building Officials of Florida
- Guide homeowners and contractors through the permitting process

JOHN SYLVESTRI

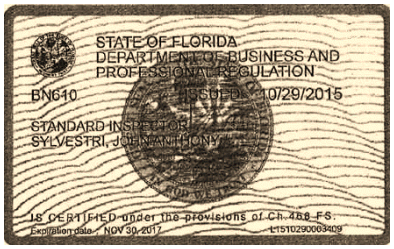
Building Plans Examiner / Inspector

Education:

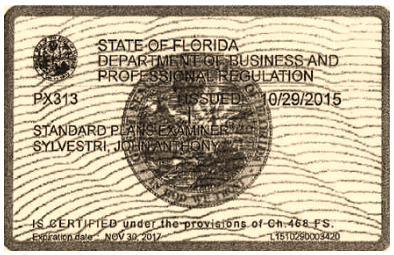
- Civil Engineering Technology Broward Community College.
- Business Management-Nova S.E. University.

Licenses/Registrations:

- State of Florida Standard Inspector – BN610



- State of Florida Standard Plans Examiner – PX313



SREF Certification

Mr. Sylvestri has over 20 years of extensive experience in project management and supervision. Interpretation of local building code/project specifications in relation to design and construction.

Mr. Sylvestri representative project experience includes:

C.A.P. Government, Inc., (2015-Present), Building Inspector/Plans Examiner. Responsibilities include performing structural plans review and inspections services for municipal clients. Prepares inspection reports describing observed violations, corrective action and making appropriate references to the plans, and quality control manuals.

Quality Control Manager, Watts Constructors, (2011- 2015) Wideband Satellite Communication Center – U.S. Ballistic Missel Command – NSA.

Quality Control Manager, Watts Constructors, (2010- 2011) 4rth MEB-Maneuver Enhancement Brigade Complex – U.S. Army.

Quality Control Manager, Watts Constructors

JOHN A. MORELL

Building Plans Examiner/ Inspector

Licenses /Registrations:

State of Florida Registered Building Code Administrator – BU1335

State of Florida Standard Inspector – BN4517

State of Florida Standard Plans Examiner – PX2215

Mr. Morell has over 20 years of experience in the construction industry. He has experience on large and small construction projects including residential units and commercial properties. He has managed a crew in excess of 100 people and is well versed and knowledgeable in the application of the Florida Building Code.

Mr. Morell's Relevant Project Experience Includes:

C.A.P. Government, Inc., Broward / Palm Beach, FL (2012-Present), Building Plans Examiner / Inspector. Mr. Morell provides Building/Structural Plans Plan Reviews and Inspections services for CAP's municipal and educational clients. Some of the municipalities where he has provided his expertise include:

- City of Deerfield Beach
- City of South Bay
- Town of Briny Breezes
- City of Fort Lauderdale
- City Hallandale Beach
- Lauderdale by the Sea
- City of Weston
- City of Wilton Manors

City of Margate, FL (2005-2012) Director of the Building Department and Building Official. Responsible for the administration of a 15 person department with an annual budget of $1.1 million dollars. Proponent of a "customer friendly" services oriented department.

- City of Margate, FL (2005-2007) Structural Inspector
- City of Margate, FL (2004-2012) Structural Plans Examiner
- City of Margate, FL (2002-2012) Structural Building Inspector

General Contractor and Real Estate Developer (1968-2001)

- Built over 2500 residential units totaling in excess of $300 million
- Built Office, retail warehouses, industrial buildings
- Churches, Fort Lauderdale Swimming Hall of Fame

MERVIN LUNSFORD

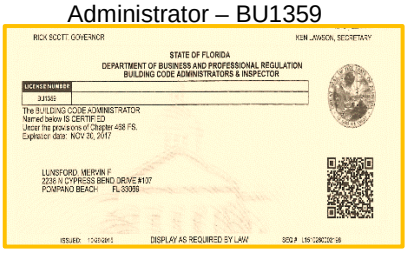
Building Plans Examiner / Inspector

Education:

- Ft Lauderdale High School (Engineering)
- University of Florida (Engineering)
- Rets (Radio & T.V.)

Licenses/ Registrations:

- State of Florida Building Administrator – BU1359


RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

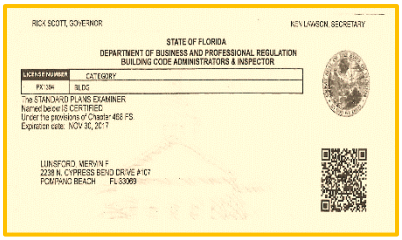
LICENSE NUMBER
BU1359

The BUILDING CODE ADMINISTRATOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017

LUNSFORD, MERVIN F
2238 N CYPRESS BEND DRIVE #107
POMPANO BEACH FL 33069

ISSUED: DISPLAY AS REQUIRED BY LAW

- State of Florida Standard Plans Examiner – PX1394


RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

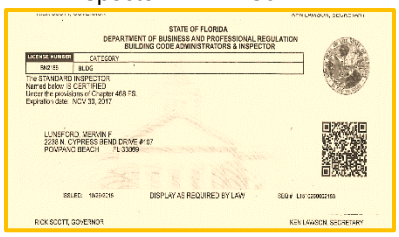
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER CATEGORY
PX1394 BLDG

The STANDARD PLANS EXAMINER
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017

LUNSFORD, MERVIN F
2238 N. CYPRESS BEND DRIVE # 107
POMPANO BEACH FL 33069

- State of Florida Standard Inspector – BN2186


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER CATEGORY
BN2186 BLDG

The STANDARD INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017

LUNSFORD, MERVIN F
2238 N. CYPRESS BEND DRIVE # 107
POMPANO BEACH FL 33069

DISPLAY AS REQUIRED BY LAW

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

Mr. Lunsford has more than 50 years of experience in the construction industry. He experience in the construction industry validates his working knowledge of the Florida Building Codes throughout the growth and changes of the State of Florida.

Mr. Lunsford Relevant Project Experience Includes:

CAP Government, Inc. (9/15/06- Present) Plan Reviewer /Inspector. Mr. Lunsford provides Building Plans Reviews and Inspections services for CAP's municipal clients in Broward / Palm Beach Counties.

Seminole Tribe of Florida, (**12/4/05-09/15/06) Project Manager**. Mr. Lunsford served as Project Manager for all the Seminole Tribe of Florida Capital Improvement Projects.

Town of Pembroke Pines (2/10/00- 3/30/06) Building Official. Mr. Lunsford served as Building Official and Chief Building Inspector for the Town of Pembroke Pines. He was responsible for managing the staff and the Building Department.

City Of Hollywood (2/15/94- 2/10/00) Bldg. Plans examiner / Inspector Structural. Mr. Lunsford provide Building Plans Review and Inspections for the City of Hollywood's open permits.

Merve Lunsford Construction (10/6/86-2/15/94) Self Employed. Mr. Lunsford was the Owner / President of Merve Lunsford Construction. He ran the everyday operations of the Company. His duties included: Ordering of materials, Bi-weekly Payroll for all personnel, Prepared Cost Proposals for potential clients, assisted with all billing and collections of the company.

Ferris Lunsford Plastering (3/10/66- 10/6/86) Superintendent. Oversaw Construction projects

JONATHAN BROOKS, JR.

Building Plans Examiner / Inspector

Education:

B.S. Business Administration, Palm Beach Community College, 1979

High School Graduate, Palm Beach Gardens, 1975

Licenses / Certificates:

- State of Florida, Plans Examiner, PX3402

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
PX3402 ISSUED: 09/02/2015
STANDARD PLANS EXAMINER
BROOKS, JONATHAN NORRIS JR
IS CERTIFIED under the provisions of Ch 468 FS

- State of Florida, Inspector, BN6388

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BN6388 ISSUED: 09/02/2015
STANDARD INSPECTOR
BROOKS, JONATHAN NORRIS JR
IS CERTIFIED under the provisions of Ch 468 FS

Mr. Brooks has over 35 years' of solid experience in all aspects of the construction industry. He has served as foreman and project manager for various large commercial and residential projects.

Mr. Brook's Representative Project Experience:

C.A.P. Government, Inc. (CAP) (9/2016-Present) Plans Examiner / Inspector. Mr. Brooks performs Building Plans Reviews and Inspection services for CAP's municipal clients in Broward and Palm Beach Counties.

Brooks Construction Company, Inc. (1997-2016), Construction Manager. Responsible for day-to-day operations of Brooks Construction Company, Inc. Mr. Brooks coordinated and supervised subcontractors, monitored job sites, processed payment requests from contractors, ensured OSHA standards for a safe work environment, met with City/County/State Inspectors, performed home inspections, ensured all work performed at work sites met specifications set forth by ICC and Florida Building Codes standards.

Ironworkers Local Union 402, (1982-1996), Journeyman Ironworker/ Certified Welder. Performed all job related duties as a journeyman ironworker and certified welder as it relates to High Rise Building Construction, Bridge Construction, School Construction, Industrial Construction, Nuclear Power Plant Maintenance, and Warehouse Building Construction.

Brooks Construction Company (1979-1982) Construction Services. Mr. Brooks performed carpenter related duties for residential construction projects. Duties included blueprint interpretation, forming of concrete pouring slabs, interior and exterior wood doors and trims setting of wood trusses and installation of plywood roof and wall sheathing.

JUDSON DEWITT DULANY

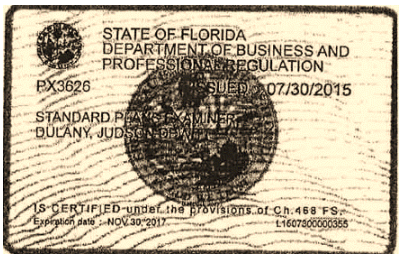
Building / Roofing Inspector

Education:

- AA Degree Business, Palm Beach community college (1992).

Licenses/ Registrations

- State of Florida Plans Examiner – PX3626



- State of Florida Standard Inspector – BN6644

SREF Certification

Mr. Dulany has over 15 years' experience as a commercial, residential, and industrial State of Florida Certified building and roofing contractor. Knowledgeable in all aspects of construction, estimating, contracts, underground utilities, site work, foundations, and structural walls.

Mr. Dulany representative project experience includes:

C.A.P. Government, Inc., (Present) Responsibilities include Building Inspector/ Plans Examiner for municipal and educational clients in Palm Beach, Broward and Miami-Dade counties.

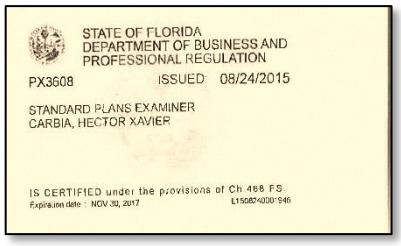
Owner and Operator, Grace Construction, Inc., (1997-2015) Responsibilities included design build campgrounds, marina renovations, and recreational parks. Day to day operations of construction and roofing companies.

Superintendent, Tripp Construction, Inc., (1989-1197) Responsibilities included medical office and Emergency Room Construction and renovation, multifamily housing construction 1, 2, and 3 story.

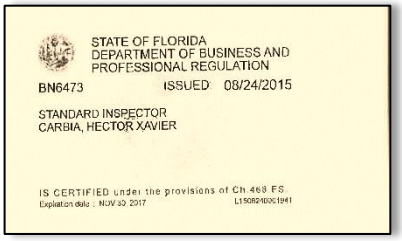
HECTOR CARBIA

Mechanical Plans Examiner / Inspector

Licenses/Registrations:
State of Florida Standard Plans Examiner: PX3608


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
PX3608 ISSUED: 08/24/2015
STANDARD PLANS EXAMINER
CARBIA, HECTOR XAVIER
IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date: NOV 30, 2017

State of Florida Standard Inspector: BN6473


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BN6473 ISSUED: 08/24/2015
STANDARD INSPECTOR
CARBIA, HECTOR XAVIER
IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date: NOV 30, 2017

SREF Certification

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities Declares That
HECTOR X. CARBIA
FLORIDA LICENSED BUILDING INSPECTOR: BN6473
Has Successfully Completed a Course in
STATE REQUIREMENTS for EDUCATIONAL FACILITIES
and CHAPTERS 453 and 468 of the FLORIDA BUILDING CODE

Mr. Carbia has over 20 years of experience of Heating Ventilation Air Conditioning (HVAC) systems for residential and commercial construction projects.

Mr. Carbia relevant project experience includes:

C.A.P. Government, Inc., West Palm Beach, FL (2015-Present) Mechanical Inspector. Mr. Carbia provides Mechanical Plan Reviews and Inspections services to CAP's municipal clients in Broward and Palm Beach Counties.

Carsan A/C & Refrigeration, Inc., Loxahatchee, FL. (2003 – 2015) Owner / Contractor. Responsibilities included managing and organizing Heating Ventilation Air Conditioning (HVAC) construction projects. Vast experience in troubleshooting residential and commercial air conditioning systems.

Airreo Air Conditioning, Hollywood, FL. (2002-2003) Responsibilities included new equipment installation for residential/commercial applications. Experience in water loop systems and commercial refrigeration applications.

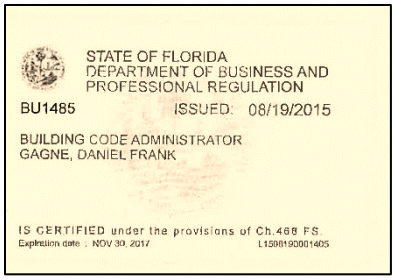
EDD Helms Air Conditioning, Miami, FL. (2000-2002) Responsibilities include new equipment installation for residential/commercial applications. Troubleshooting air conditioning systems for residential and commercial units. Experience in commercial pipe lifting application.

DANIEL GAGNE

Mechanical Plans Examiner/Inspector

Licenses /Registrations

State of Florida Building Code Administrator – BU1485



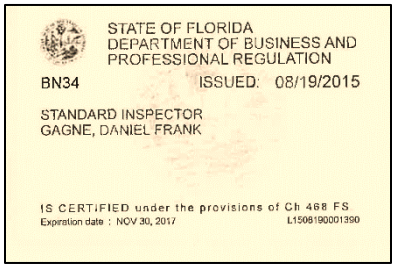
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BU1485 ISSUED: 08/19/2015

BUILDING CODE ADMINISTRATOR
GAGNE, DANIEL FRANK

IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2017 L1508190001405

State of Florida Standard Inspector – BN34



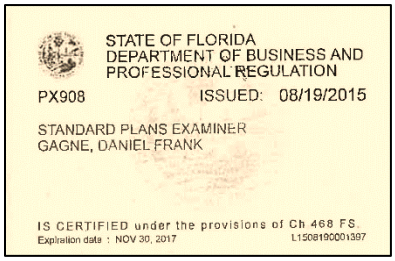
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BN34 ISSUED: 08/19/2015

STANDARD INSPECTOR
GAGNE, DANIEL FRANK

IS CERTIFIED under the provisions of Ch 468 FS
Expiration date : NOV 30, 2017 L1508190001390

State of Florida Plans Examiner – PX908



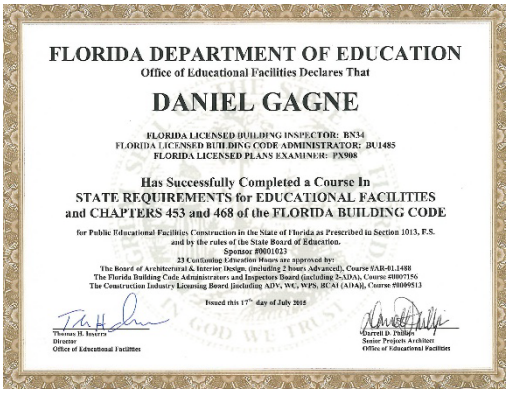
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX908 ISSUED: 08/19/2015

STANDARD PLANS EXAMINER
GAGNE, DANIEL FRANK

IS CERTIFIED under the provisions of Ch 468 FS.
Expiration date : NOV 30, 2017 L1508190001397

SREF Certification



FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities Declares That

DANIEL GAGNE

FLORIDA LICENSED BUILDING INSPECTOR: BN34
FLORIDA LICENSED BUILDING CODE ADMINISTRATOR: BU1485
FLORIDA LICENSED PLANS EXAMINER: PX908

Has Successfully Completed a Course In
STATE REQUIREMENTS for EDUCATIONAL FACILITIES
and CHAPTERS 453 and 468 of the FLORIDA BUILDING CODE

for Public Educational Facilities Construction in the State of Florida as Prescribed in Section 1013, F.S.
and by the rules of the State Board of Education.
Sponsor #0001023
23 Continuing Education Hours are approved by:
The Board of Architectural & Interior Design, (including 2 hours Advanced), Course #AR-01.1488
The Florida Building Code Administrators and Inspectors Board (including 2-ADA), Course #0007156
The Construction Industry Licensing Board (including ADV, WC, WPS, BCAI (ADA)), Course #0009513

Issued this 17th day of July 2015

Thomas H. Inverra
Director
Office of Educational Facilities

Darrell D. Phillips
Senior Projects Architect
Office of Educational Facilities

Mr. Gagne has over 24 years of experience in the Mechanical Inspector industry. Mr. Gagne has seventeen (17) years' experience performing plan reviews for several municipalities, and nine (9) of those years as an Assistant Building Official. Mr. Gagne in fully knowledgeable of all Florida Building Code (FBC), adopted codes and correction procedures.

Mr. Gagne representative project experience includes:

Mechanical Plans Examiner/Inspector, C.A.P. Government, Inc. (CAP) (2015) Mr. Gagne's responsibilities include performing plans reviews and inspections for all of CAP's municipal and education clients in Miami-Dade and Broward Counties.

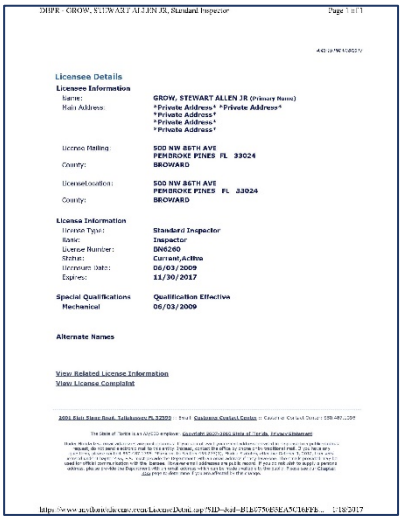
Chief Mechanical Inspector, City of Miramar, (1999 – 2015)
Responsibilities included layout and route inspections. Knowledge of the citywide Tyler/Munis system. Solved all customer/contractors and issues problem. In charge of unsafe structures write-ups and removals within the guidelines of the unsafe structure board. Building representative for ADA on development review committee. Attend all pre-construction meetings and individual meetings with architects/engineers.

Mechanical Inspector, City of Plantation, (1993-1999)
Responsibilities included performing commercial and residential inspections, preformed all residential insulation inspections, purged plans and files at job completion.

STEWART GROW
Mechanical Inspector

Licenses /Registrations

- State of Florida Standard Inspector – BN6260



DHPR - GROW, STEWART ALLEN JR, Standard Inspector Page 1 of 1

Licensee Details

Licensee Information

Name:	GROW, STEWART ALLEN JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	500 NW 86TH AVE PEMBROKE PINES FL 33024
County:	BROWARD
License Location:	500 NW 86TH AVE PEMBROKE PINES FL 33024
County:	BROWARD

License Information

License Type:	Standard Inspector
Basic:	Inspector
License Number:	BN6260
Status:	Current,Active
Licensure Date:	06/03/2009
Expires:	11/30/2017

Special Qualifications	Qualification Effective
Mechanical	06/03/2009

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 | Email: Customer Contact Center | Customer Contact Center: 850-487-1395

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https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=B1E675ED5EA5C16FFE... 1/18/2017

SREF Certification

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities Declares That

STEWART GROW

FLORIDA LICENSED BUILDING INSPECTOR: BN6260

Has Successfully Completed a Course In
STATE REQUIREMENTS for EDUCATIONAL FACILITIES
and SECTION 423 of the FLORIDA BUILDING CODE

for Public Educational Facilities Construction in the State of Florida as Prescribed in Section 1013, F.S. and by the rules of the State Board of Education.
Sponsor-00001023
23 Continuing Education Hours are approved by:
The Board of Architectural & Interior Design, Including 2 hours Advanced, Course #AD-11-108
The Florida Building Code Administrators and Inspectors Board (including 2 ADA), Course-M007158
The Construction Industry Licensing Board (including ADV, WC, WPS, RCA) (ADA), Course-00009913

Issued this 21st day of October 2014
Expires the 21st day of October 2016

Thomas B. Smith
Director
Office of Educational Facilities

Daniel H. Fuchs
Senior Project Architect
Office of Educational Facilities

Mr. Grow has over 18 years of experience performing services as a Mechanical Contractor. He has managed construction projects that include HVAC/AC units for both residential and commercial properties.

Mr. Grow's professional experience includes:

C.A.P. Government, Inc., Miami, Florida (2009–Present). Mechanical and Plumbing Inspector for municipalities.

Town of Davie, Davie, Florida. (2007 – 2009) Mechanical Inspector Performed field inspections and enforce the Florida Building Code. Customer service.

Florida Air Experts, Pembroke Pines, Florida. (1994 – 2007) V.P. / Mechanical Contractor Performed all duties of running an A/C contracting business from top to bottom; Manage job sites for new construction, Handle service calls. Work on all types of equipment including residential and commercial A/C's and refrigeration, Schedule workforce, Manage staff up to 12 people, perform all aspects of the business from duct work, service, installs, designs, payroll & supervisory work.

JIMMY SUGG

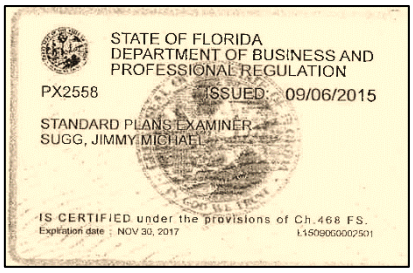
Electrical Plans Examiner / Inspector

Education

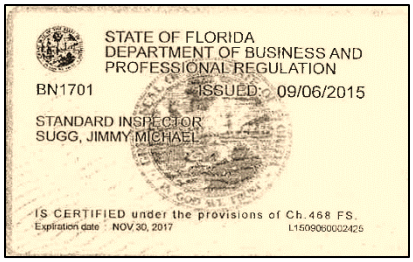
- Bachelor Degree in Biology, South East Missouri State University (1979)

Licenses/ Registrations

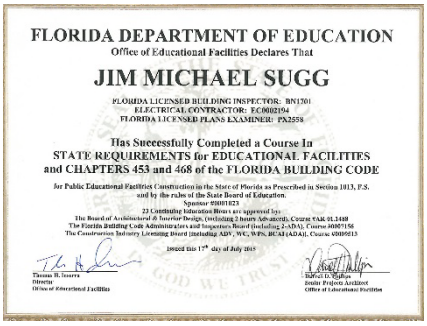
- State of Florida Plans Examiner – PX2558


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
PX2558 ISSUED: 09/06/2015
STANDARD PLANS EXAMINER
SUGG, JIMMY MICHAEL
IS CERTIFIED under the provisions of Ch. 468 FS.
Expiration date : NOV 30, 2017 L1509060002501

- State of Florida Standard Inspector – BN1701


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BN1701 ISSUED: 09/06/2015
STANDARD INSPECTOR
SUGG, JIMMY MICHAEL
IS CERTIFIED under the provisions of Ch. 468 FS.
Expiration date : NOV 30, 2017 L1509060002425

SREF Certification


FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities Declares That
JIM MICHAEL SUGG
FLORIDA LICENSED BUILDING INSPECTOR: BN1701
ELECTRICAL CONTRACTOR: EC0002194
FLORIDA LICENSED PLANS EXAMINER: PX2558
Has Successfully Completed a Course In
STATE REQUIREMENTS for EDUCATIONAL FACILITIES
and CHAPTERS 453 and 468 of the FLORIDA BUILDING CODE

Mr. Sugg has over 15 years of experience in management of inspection and plan review section of the Building division. Supervises securing compliance in the enforcement of the adopted Building Code.

Mr. Sugg representative project experience includes:

Electrical Plans Examiner/Inspector, C.A.P. Government, Inc., (2015-Present) Responsibilities include performing Electrical plans review and inspection services to municipal clients. Prepares inspection reports describing, observed violations, corrective action and making appropriate references to the plans, and quality control manuals.

- **Chief Electrical Inspector, City of Sunrise, (2014 – 2015)**
- **Chief Electrical Inspector, Broward County, (2013-2014)**
- **Construction Project Manager, City Pembroke Pines, (2009-2013)**
- **Chief Electrical Inspector, City of Pembroke Pines, (2001-2009)**

Electrical Superintendent, Miami Dade County, (2001-2002) Department of Transportation, Facility Maintenance Division. Responsibilities include maintenance of electrical systems for seventy-five facilities throughout Dade County including Metrorail, Metro-Mover and all bus maintenance.

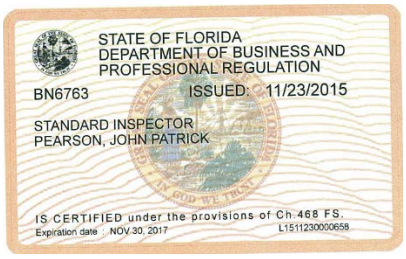
Electrical Inspector, Miami Dade County, (1992-2001) Department of Planning, Development and Regulation. Responsibilities include performing field inspections of new and existing electrical installations for compliance with the South Florida Building Code. Inspect electrical installations in progress and upon completion. Examine electrical installation projects for defects, omissions, and suggestions to contractors or owners.

JOHN PEARSON

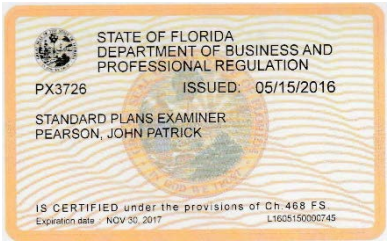
Electrical Plans Examiner / Inspector

Licenses:

- State of Florida, Standard Inspector Electrical, BN6763



- State of Florida, Standard Plans Examiner, PX3726



Mr. Pearson has over 18 years of experience in all facets of electrical construction and maintenance. Mr. Pearson is well versed and knowledgeable in the application of the Florida Building Code.

Mr. Pearson's Relevant Project Experience includes:

C.A.P. Government, Inc., (2016-Present) Electrical Plans Examiner and Inspector. Mr. Pearson provides Electrical plans reviews and inspections for CAP's municipal client. He has provide his expertise to the following municipalities:

- City of Riviera Beach
- City of Boynton Beach
- City of West Palm Beach
- City of South Bay
- Village of Wellington

City of Boynton Beach; May, (2015-2016), Electrical Inspector /Plans Examiner II

City of Miami; February, (2015 to 2016) Property Maintenance Electrician. Install, maintain and repair electrical systems in city facilities.

American Synthetic Rubber Company; (2014 to February 2015) Industrial electrician. Install, maintain and repair electrical systems in a chemical plant that manufactures synthetic rubber. This includes working with Allen Bradley PLC's and VFD's, motors that range from fractional to 1000 hp and voltages including 120 volt single phase, and 480 volt, 2300 volt, and 4160 volt three phase. Also work with Fanuc and Sage material handling robot systems.

Ford Motor Company; (2013-2014) Maintenance Supervisor, Kentucky Truck Plant Final Area. Oversee approximately 20 skilled trade employees in the maintenance and repair of the Final production area equipment. This includes directing electricians, pipe fitters, millwrights, and carpenters on a daily basis in a facility that is assembling 1600 vehicles per day.

Pearson's Electric; (2005-2013), Certified Master Electrician, State Of Florida License # EC13002977, Owner. Electrical Contractor business with focus on residential and commercial service and repair.

Giles Electric; (2004-2005), Foreman Electrician. Performed wiring and installation for commercial projects and service work.

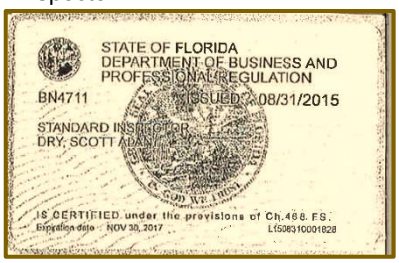
SCOTT DRY

Electrical Plans Examiner / Inspector

LICENSES/REGISTRATIONS:

State of Florida Electrical Plans Examiner - PX2405

State of Florida Electrical Inspector - BN4711



Mr. Dry has over 14 years as a Registered Electrical Contractor. His experience includes tenant improvement projects and commercial projects both large and small. He is well versed and knowledgeable in the application of the Florida Building Code.

Mr. Dry's professional experience includes:

C.A.P. Government, Inc., Broward / West Palm Beach, FL (2012–Present) Electrical Plans Examiner / Inspector. Mr. Dry performs electrical plan reviews and inspections for CAP's municipal and educational clients. Mr. Dry has performed these services for the following municipalities:

- Town of Briny Breezes
- City of Weston
- City of Wilton Manors
- Town of Southwest Ranches
- Lauderdale by the Sea

City of Fort Lauderdale, Fort Lauderdale, Florida (2003–Present). Serves as chief electrical plans examiner and inspector responsible for verifying that plans and construction are in compliance with the Florida Building Code and National Electric Code.

Pomeroy Electric, Deerfield Beach, Florida (1996–2003). Electrical foreman responsible for supervising a crew of up to 20 people. Assignments ranged from small, tenant improvements to large, commercial projects up to 25 stories high. Also attended construction coordination meetings at job sites across South Florida.

Electraserve, Tampa, Florida (1992–1996). Service department manager responsible for department of eight. Met with customers and provided estimates for various jobs and supervised billing of all service related jobs.

SIEGFRIED SCHMIDT

Electrical Plans Examiner / Inspector

LICENSES/REGISTRATIONS:

State of Florida Electrical Plans Examiner - PX2405

State of Florida Electrical Inspector - BN4711

Mr. Schmidt has more than 22 years of in Electrical Plans Examiner and Inspector.

Mr. Schmidt professional experience includes:

C.A.P. Government, Inc., Broward / Palm Beach, FL (2012–Present) Electrical Plans Examiner/Inspector. Mr. Schmidt performs Electrical Plan Reviews and Inspections for CAP's municipal and educations clients in Broward and Palm Beach Counties. He has performed these services for the following municipalities:

- Village of Wellington
- City of Pahokee
- City of South Bay
- City of Fort Lauderdale
- City of Weston

Electrical Inspector, Broward County Building Department (2012 – 2014) Enforcing and inspector by the NEC and FBC 2010

Chief Electrical Inspector/ Plans Examiner (1992 -2009)

DOUGLAS J. ORGAN

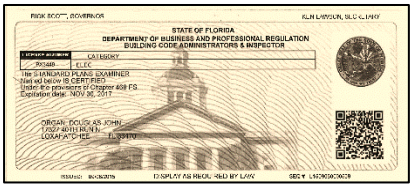
Electrical Plans Examiner/Inspector

Education:

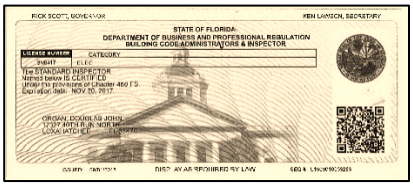
- South Florida Technical Institute, Ft. Lauderdale, FL Mechanical Contractor 1977
- State of Florida JATC, Ft. Lauderdale, FL 1982

Licenses / Certifications

- Broward County Master Electrician Certification, 1993
- State of Florida Electrical Plans Reviewer Certification 2013 PX3449 & ICC 8185745



- State of Florida Electrical Inspector Certification 2012 BN6417 & ICC8185745



- NEC, SREF, Florida Building & Safety Codes

Mr. Organ has over 30 years of experience as a contractor in the construction industry with extensive knowledge of electrical legislation, building and safety codes, plans examination, specifications, interpretation, design criteria, safety quality control and procedures.

Relevant Experience:

C.A.P. Government, Inc., Ft. Lauderdale, FL (CAP) (05/2016) Electrical Plans Examiner / Inspector. Mr. Organ performs Electrical Plans Review and Inspections for CAP's municipal and educational clients in Broward and Palm Beach counties.

ECS Florida Limited LLC, Engineering Consultant Services (05/2014-05/2016) Electrical Inspector. Mr. Organ provided 3rd party Electrical Inspections on a $2.5 million dollar project.

Broward County Public Schools, Ft. Lauderdale, FL (07/2013-05/2014) Electrical Inspector and Plans Examiner. Performed electrical plans review and inspection of all electrical projects in Broward County Schools to verify compliance with the NEC, SREF, Florida Building and safety codes, shop drawings, BCSB specifications and design criteria. Mr. Organ prepared and maintained inspection history through written reports, check lists, photos, and other media as required.

Broward County Public Schools, Ft. Lauderdale, FL (08/1993-06/2013) Project Manager. Managed electrical installation projects with an average annual budget of $8 million, including project progress documentation and meeting facilitation for up to 42 Broward county school sites per year and up to 24 active projects in various stages.

Organ's Electrical Services, Inc. Ft. Lauderdale, FL (2011-2013) President / Qualifier. Provided consulting services for infrared thermal infrared imaging and project design. Mr. Organ also provided preliminary plans review of electrical projects to verify compliance with the NEC, Florida Building Codes and shop drawings through design criteria as a subconsultant to A/E firms.

Ed Helms Electric, Miami, FL (08/1992-08/1993), Service Technician. Inspected commercial and residential facilities electrical systems, circuits and main service to assure public safety, integrity and conformance to specifications and codes in the aftermath of "Hurricane Andrew".

Miller Electric, Ft. Lauderdale, FL (08/1990-08/1992) Electrical Foreman. Mr. Organ was directly responsible for the installation of Broward County Emergency 911 system, the power distribution and addressable fire alarm system for the Broward County Convention Center.

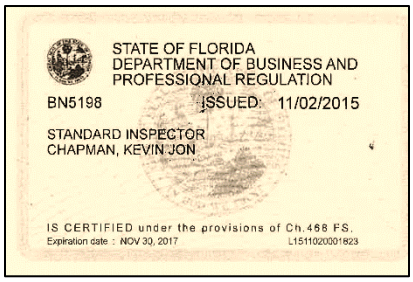
KEVIN CHAPMAN
Plumbing Inspector

Education:
North Technical School, West Palm Beach, FL

Putnam-Northern Westchester Technical Center, Yorktown Heights, NY 1978

Licenses:

- State of Florida, Standard Plumbing Standard Inspector, BN598


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BN5198 ISSUED: 11/02/2015
STANDARD INSPECTOR
CHAPMAN, KEVIN JON
IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2017 L1511020001823

- International Code Council, Certification, Commercial Plumbing Inspector, 5234523-P2
- State of Florida Plumbing Contractor Certification RF 0066997

Mr. Chapman has over 37 years of experience in plumbing, mechanical, air conditioning, fire sprinkler and project management including maintaining budgeting workflow prioritizing and on-time completion of tasks.

Relevant Experience:

C.A.P. Government, Inc., (6/2016-Present) Plumbing Inspector. Mr. Chapman serves as a Plumbing Inspector for CAP's municipal clients in Broward and Palm Beach Counties.

Palm Beach County School District, West Palm Beach, FL (2009-2016) Recycling and Energy Conservation Coordinator I. Mr. Chapman provided sustainability and conservative programs to schools in West Palm Beach county by working collaboratively with schools and relevant personnel to enhance recycling programs. Prepared reports showing his finding to the District's office.

Palm Beach County Schools District, West Palm Beach, FL (2003-2009), Plumbing and Fire Sprinkler Inspector. Mr. Chapman was responsible for inspection of new and existing plumbing and sprinkler systems for all school projects.

Flo Rite, Inc. Plumbing & HVAC, Belvedere Elementary, West Palm Beach, FL (2002-2003, Project Manager. Directed a team of twelve (12) plumbing and air conditioning installers.

Toscana Condominium, Nagelbush Plumbing, Lauderdale, FL (200-2001), Project Manager. Mr. Chapman planned and organized new plumbing installations for a team of 43 journeymen, plumbers and apprentices.

JAMES BICKFORD

Plumbing Plans Examiner / Inspector

Licenses/Registrations:

- State of Florida Building Code Administrator, BU1375

- State of Florida Standard Inspector – BN526

- State of Florida Standard Plans Examiner – PX248

SREF Certification

Mr. Bickford has more than 23 years of experience as a Plans Examiner and Plans Inspector.

Mr. Bickford professional experience includes:

C.A.P. Government, Inc., Miami, Florida (2010–Present). Plumbing Plans Examiner/Inspector for CAP's municipal and educational clients in Miami-Dade and Broward Counties.

City of Pompano Beach, Florida – (1990 to Present) Plumbing Inspector/ Plans Examiner/ Chief Plumbing Inspector -23 Years

Hildebrandt Southeast Plumbing – (1985 to 1990) Job Superintendent - 5 Years.

Plumbing Corporation of America – (1972 to 1985) Apprentice plumber -4 Years Journeyman plumber -3 Years, Master Plumber/Job Superintendent 6 Years.

3.3.3 KEY PERSONNEL / MANAGEMENT

Carlos A. Penin, PE, Principal-in-Charge, Mr. Penin is a Professional Engineer with over 35 years of experience. He founded C.A.P. Government, Inc. in 1989 and continues to serve as its President. Mr. Penin will assure that the proper resources are allocated to the managing of this contract. He oversees the contractual responsibilities of all our clients and has a "hands on" management style to assure that our Managers and staff provide "customer centered" services.

Joseph Kajak, Jr, Project Manager, Mr. Kajak has 41 years of experience as a Plumbing Plans Examiner and Inspector. Mr. Kajak is knowledgeable in State, local codes and laws governing building construction, mechanical, gas and plumbing. His past experience includes serving as **Chief Plumbing Inspector and Chief Mechanical Inspector for the Palm Beach County Planning, Zoning & Building Department.** Mr. Kajak currently represents CAP as our Palm Beach County Manager, and is our proposed Project Manager for this Contract.

Mr. Cosmo Tornese, PE, QA/QC Manager, Mr. Tornese has over 35 years of experience providing Building Department services in Broward County. He is a Structural Professional Engineer and a State of Florida Building Code Administrator. His accomplishments include serving as a member of the State of Florida Construction Industry Licensing Board and Director of the Broward County Building Department for over 25 years. Mr. Tornese will provide Quality Assurance and Quality Control (QA/QC) on this Contract.

Mr. David Tringo, QA/QC Manager, Mr. Tringo has over 35 years of experience providing Building Department services in Broward County. Mr. Tringo is a Member of the Broward County Board of Rules & Appeals and is well versed in the Florida Building Code (FBC). In addition to Mr. Tornese, Mr. Tringo will provide Quality Assurance and Quality Control (QA/QC) on this project.

3.3.4 SIMILAR PROJECTS / STAFF INVOLVEMENT

PERSONNEL	1	2	3	4	5	6	7	8	9	10	11
Carlos A. Penin, PE	√	√	√	√	√	√	√	√	√	√	√
Cosmo Tornese, PE, BU, PX, BN	√	√	√	√	√	√	√	√	√	√	√
David Tringo, PX, BN					√	√	√				
Joseph Kajak, BU, PX, BN	√	√	√	√	√	√	√	√	√	√	√
Debbie Nutter, BU, PX, BN	√									√	
Ralph Catanese, BN	√						√				
Anthony Russo, BU, PX, BN	√			√	√	√	√			√	
John Sylvestri, PX, BN				√	√	√		√		√	
Warren DeLoach, PX, BN	√			√	√	√	√		√	√	
Jack Morell, BU, PX, BN						√			√	√	
Mervin Lunsford, BU, PX, BN									√		
Johnathan Brooks, PX, BN				√			√			√	
Judson Dulany, PX, BN	√		√	√	√	√	√		√	√	
Hector Carbia, PX, BN	√			√		√	√				
Daniel Gagne, BU, PX, BN					√	√			√		
Stewart Grow, BN									√		
Jim Sugg, PX, BN	√				√	√	√		√		
John Pearson, PX, BN			√	√	√	√	√			√	
Scott Dry, PX, BN									√		
Siegfried Schmidt, PX, BN				√	√	√					
Doug Organ, PX, BN				√	√	√				√	
Kevin Chapman, BN	√				√	√			√	√	

PLEASE REFER TO THE TABLE BELOW FOR A DESCRIPTION OF OUR SERVICES

NO.	MUNICIPALITY	YEARS	DESCRIPTION OF SERVICES
1	Palm Beach County (2015 to Present)	2	Plans Review & Inspections
2	Town of Palm Beach (2015 to Present)	2	Plans Review & Inspections
3	City of West Palm Beach (2016 to Present)	1	Plans Review & Inspections
4	Village of Wellington (2015 to Present)	2	Plans Review & Inspections
5	City of Pahokee (2015 to Present)	2	Full Building Department Services
6	City of South Bay (2010 to Present)	7	Full Building Department Services
7	City of Boynton Beach (2014 to Present)	2	Plans Review & Inspections, Business Licenses
8	City of Delray Beach (2015 to Present)	2	Plans Review & Inspections
9	Town of Briny Breezes (2016 to Present)	1	Plans Review & Inspections
10	City of Riviera Beach (2015 to Present)	2	Plans Review & Inspections
11	City of Greenacres (2015 to Present)	2	Plans Review & Inspections

3.3.5 FINES

C.A.P. Government, Inc. is known for delivering in our services to very high standards and for implementing a quality control program. Thus we have never been issued fines by the State of Florida nor any other governmental agency.

3.3.6 LITIGATION STATEMENT

Date of Action filed: **None**

Style of Case: **N/A**

Case Number: **N/A**

DESCRIPTION OF LITIGATION:

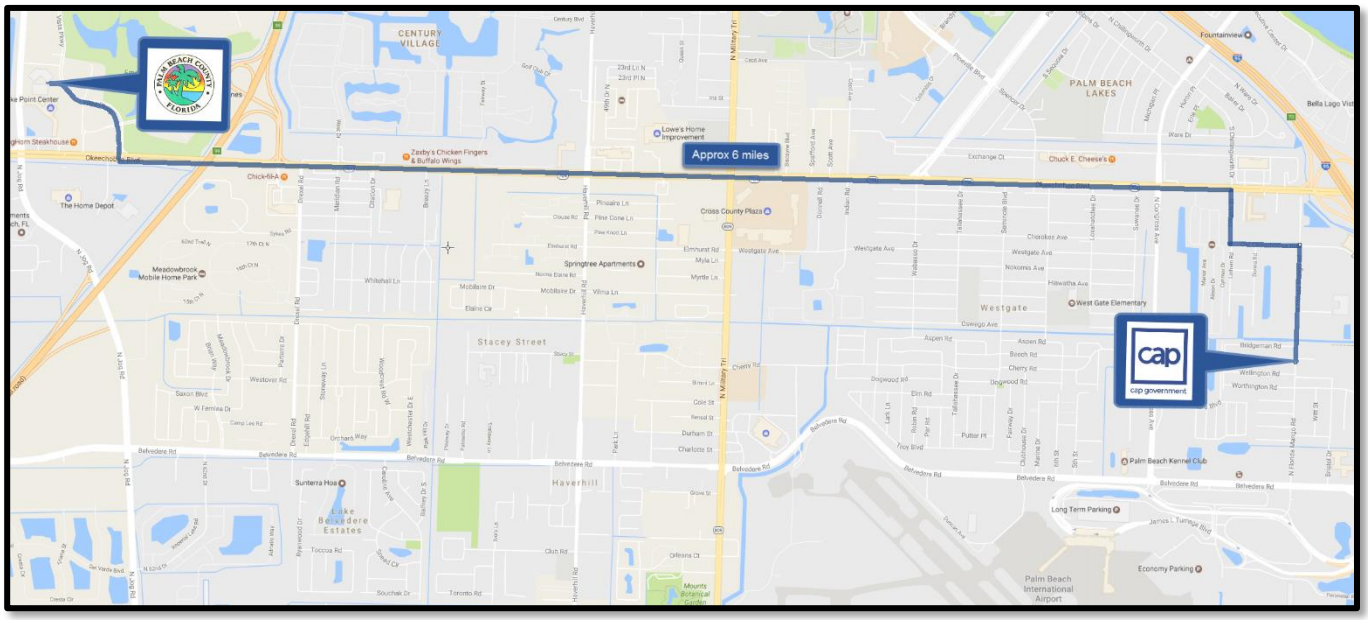
N/A

STATUS OF DEPOSITION

N/A

3.4 Business Location / Local Preference

3.4 BUSINESS LOCATION / LOCAL PREFERENCE



- CAP staff will report directly to the Palm Beach County Building Department.
- When additional staff is needed, they will be dispatched from our West Palm Beach office located at:

1910 N. Florida Mango Road

West Palm Beach, FL 33409

- ***Our office is approximately six (6) miles away from the County's Building Department.***
- Appendix "D" Certification of Business Location and a copy of our Business Tax Receipt is attached.

APPENDIX B
BUSINESS INFORMATION
RFP NO. 17-023/SC

Full Legal Name of Entity: C.A.P. Government, Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 1910 N. Florida Mango Rd., West Palm Beach, FL 33401

Telephone Number: (561) 508-0615 Fax Number: (561) 708-5742

Form of Entity
[xx] Corporation
[ ] Limited Liability Company
[ ] Partnership, General
[ ] Partnership, Limited
[ ] Joint Venture
[ ] Sole Proprietorship
Federal I.D. Number: 65-0121594

(1) If Proposer is a subsidiary, state name of parent company.
N/A`
Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes [x] No [ ]

If **yes** to the above, as of what date? April 10, 1989

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): Carlos A. Penin, PE

TITLE: President

COMPANY: C.A.P. Government, Inc.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
1910 North FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		U16.737996 - 09/29/16	$33.00	B40195253

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

C.A.P. GOVERNMENT
C.A.P. GOVERNMENT INC
1910 N FLORIDA MANGO RD
WEST PALM BEACH, FL 33401

LBTR Number: 2016092908
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

3.5 Price Proposal Information

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 17-023/SC

Page 1 of 2

The following pricing is submitted as the all inclusive pricing (including travel, mileage, copies, etc.) to provide the Planning, Zoning & Building Department with building inspection, plan review and permit technician services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

	Description	Fixed Hourly Rate
1.	Licensed Plans Examiner, Residential and/or Commercial	$80.00 / hr.
2.	Licensed Inspector, Residential and/or Commercial	$75.00 / hr.
3.	Licensed Supplemental Inspector, during a natural disaster event (at the request of the County)	$85.00 / hr.
4.	Permit Technician	$45.00 / hr.

The rates above are based on a forty (40) hour week, eight (8) hours per day. Overtime (over eight (8) working hours in one day) and/or weekend rates are one and one-half (1.5) times the listed rates. All overtime hours must be approved, in advance, by the Building Director.

The Proposer certifies by signature below the following:

a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 17-023/SC

c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Carlos A. Penin, PE

TITLE: President

COMPANY: C.A.P. Government, Inc.

ADDRESS: 1910 N. Florida Mango Rd.

CITY/STATE/ZIP: West Palm Beach, FL 33401

TELEPHONE NO. Office: (561) 508-0615 Cell: (305) 458-6000

SIGNATURE:

3.6 Business Information

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 17-023/SC

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

xx Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

xx Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by Carlos A. Penin, PE, as
(Name of Individual)

President, of C.A.P. Government, Inc.
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

_____ 03/13/17
(Signature) (Date)

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 17-023/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Carlos A. Penin, PE the
(Individual's Name)

President of C.A.P. Government, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature 03/13/17
Date

APPENDIX G
NON-DISCRIMINATION POLICY
RFP NO. 17-023/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

(x) Proposer hereby acknowledges that it **does not** have a written non-discrimination policy; however, respondent hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

( ) Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to comply with the above requirements will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

PROPOSER:

C.A.P. Government, Inc.
Company Name

Signature

Carlos A. Penin, PE
Name (type or print)

President
Title

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name **Address**

Affiant is the President, sole officer, director and owner of C.A.P. Government, Inc.

3.7 Amendments to RFP

NO ADDENDUMS ISSUED UNDER THIS RFP

CAP Government, Inc. if awarded a contract by Palm Beach County will make every effort possible to subcontract with an SBE.

CONTRACT AWARD, INVITATION TO BID AND BID TABULATION

C.A.P AGREEMENT

WILL BE AVAILABLE FOR REVIEW IN THE VILLAGE CLERK'S OFFICE

Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.com/purchasing

REQUEST FOR PROPOSAL

RFP NO. 17-023/SC

Palm Beach County Board of County Commissioners
and
Planning, Zoning & Building
are seeking
Proposals for:

Building Inspection, Plan Review and Permit Technician Services

Date issued/available for distribution: February 17, 2017

Proposer **shall** submit one (1) unbound original, six (6) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal to be received in the Offices of the Purchasing Department no later than **March 17, 2017, 4:00 p.m. local time. See Section 1.8 of the RFP for Mailing Instructions.**

Non-Mandatory Pre-Proposal Conference: See Section 1.4 of this solicitation.

ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR RECEIPT OF PROPOSALS
AND
THE RFP NUMBER.

C A U T I O N

In order to do business with Palm Beach County vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from our VSS system or obtained directly from Palm Beach County Purchasing Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT

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SECTION 1
GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued for the County of Palm Beach, hereinafter referred to as "County", by the Purchasing Department for the benefit of the Planning, Zoning & Building Department (PZ&B). The Purchasing Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Purchasing Department. See Section 1.9, Contact Person.

1.2 PURPOSE OF THE PROJECT

The County is requesting proposals from qualified and experienced contractors to provide the services of building inspection (building, plumbing, electric and mechanical HVAC), plan review and permit processing for PZ&B in accordance with the requirements of Florida Statutes 468, Part XIII. The County reserves the right to select up to five (5) qualified contractors for award of contracts. Each contractor shall be an independent contractor and not an employee of the County.

1.3 INTRODUCTION

The qualified contractors, when requested, shall review plans for residential and commercial building applications, provide building inspection (building, plumbing, electric and mechanical HVAC) for structures in which permits have been issued by the Palm Beach County Planning, Zoning & Building Department. Building inspection, plan review and permit processing services shall be conducted under the County's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

1.4 NON-MANDATORY PRE-PROPOSAL CONFERENCE

All proposers are **invited** to attend a Non-Mandatory Pre-Proposal Conference which will be held at the Purchasing Department, 50 South Military Trail, Room 1N-142 North/South, West Palm Beach, Florida 33415, on February 24, 2017, commencing at 10:00 a.m. local time. At this time, the County's representative(s) will be available to answer any questions relative to this Request for Proposal. Any questions or comments arising subsequent to the Non-Mandatory Pre-Proposal Conference must be presented, in writing, prior to the date and time stated in the Timetable (see Section 1.7) of the RFP, to be discussed with the County's representative(s) as possible amendments to the RFP.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

1.5 PERIOD OF CONTRACT

The proposed effective date of this Contract is May 16, 2017. The selected proposer(s) will provide services for a five (5) year period ending May 15, 2022.

1.6 QUALIFICATION OF RESPONDENTS

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.7 TIMETABLE

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

Activity	Date	Time	Location
RFP available for Download from Purchasing Dept. VSS: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService	2/15/17		Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Non-Mandatory Pre-Proposal Conference	2/24/17	10:00 a.m.	Purchasing Department 50 S. Military Trail Room 1N-142 North/South W. P. B., FL 33415
Deadline for receipt of questions or comments	2/28/17	5:00 p.m.	Purchasing Department 50 S. Military Trail, Ste.110 W. P. B., FL 33415
Deadline for receipt of proposals	3/17/17	4:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Selection Committee Meeting	4/3/17	9:00 a.m.	Purchasing Department 50 S. Military Trail Room 1N-142 North/South W. P. B., FL 33415
Posting Date of Notice of Intent to Award	4/6/17		Purchasing Department 50 S. Military Trail, Ste. 110 W.P.B., FL 33415 www.pbcgov.com/purchasing

BCC Award Date	5/16/17	Governmental Center 301 N. Olive Avenue, 6th Floor W.P.B., FL 33401
Contract Start Date	5/16/17	

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

1.8 PROPOSAL SUBMISSION

All proposals must be submitted on 8 ½" x 11" paper.

One (1) unbound original, six (6) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal must be received in the Purchasing Department by March 17, 2017, 4:00 p.m. local time. The original and all copies must be submitted in a sealed envelope or container. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415
RFP No. 17-023/SC

Title: Building Inspection, Plan Review and Permit Technician Services
Due Date: March 17, 2017, 4:00 p.m. local time.

The Purchasing Department's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Price Proposal Page(s) (Appendix A) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the County as constituting a legal offer by the proposer to perform the required services at the proposed price identified therein.

1.9 CONTACT PERSON

The contact person for this RFP is Sharon Cushnie, Senior Buyer, at (561) 616-6808, e-mail address: scushnie@pbcgov.com or fax number (561) 242-6708 in the Purchasing Department.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with County staff and/or designated Selection Committee members concerning this RFP is permitted, except as authorized by the contact person designated herein.

1.10 CONE OF SILENCE

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its proposal, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

Proposers may, however, contact any County Commissioner, County Commissioner's Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract via written communication, i.e., fax, e-mail, or U.S. Mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than February 28, 2017, and to the address listed in the RFP Timetable (Section 1.7) or fax number or e-mail address listed for the Contact Person (Section 1.9) above. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our on-line Vendor Self-Service (VSS) system at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. It is the sole responsibility of the proposer to routinely check VSS for any Amendments that may have been issued prior to the Deadline for receipt of proposals. The County shall not be responsible for the completeness of any RFP package not downloaded from VSS or purchased directly from the Palm Beach County Purchasing Department.

It is the proposer's sole responsibility to assure receipt of all Amendments. The proposer should verify with the designated Contact Person (see Section 1.9) prior to entering a proposal that all Amendments have been received. Proposers are required to acknowledge the receipt of all Amendments as part of their proposal.

SECTION 2
GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 MODIFIED PROPOSALS

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The County will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.7) are late and shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-advertise this RFP.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential. All submitted information that the responding proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

2.8 NEGOTIATIONS

The County may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

2.9 RIGHT TO PROTEST

Any proposer may protest any recommendations for contract award by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Intent to Award in accordance with Chapter 2, Article II, Section 2-55 of the Palm Beach County Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705.

2.10 SMALL BUSINESS ENTERPRISE

Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that all business be afforded an opportunity for full participation in the free enterprise system. In order to implement the policy, the Board of County Commissioners of Palm Beach County, Florida is committed to ensuring full and equitable participation by small business enterprises in the provision of goods and services.

SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

It will be the responsibility of the firm submitting a proposal to furnish all the necessary information to the County in order to receive points for SBE participation. Points will not be cumulative. Points shall be assigned based on the level of SBE participation as outlined below:

Table 1 - SBE Point System (Non-CCNA)

Scenario		Points
A	Proposer is a Palm Beach County certified SBE who will be providing 51% of the work with their own workforce.	**10 points (or 10% if total evaluation points exceed 100)**
B	Proposer has submitted proper documentation verifying that the County's Professional Services Goal of 15% has been met, utilizing Palm Beach County certified SBE subcontractors. One-half point will be awarded for each increment of five (5) percent by which said amount exceeds the established goal.	**5-8 points (or 5%-8% if total evaluation points exceed 100)**

NOTE: Final SBE points will be contingent upon a percentage of the total evaluation.

Upon initiation of the RFP solicitation process, all potential and interested professional service firms or consultants shall be required to list all SBE and M/WBE sub-consultants' selected portion of work to be performed, and dollar amount or percentage for each on Schedule 1 and Schedule 2.

Points awarded for SBE participation shall not exceed ten percent (10%) of the total amount of possible points awarded.

Proposal Submission Documentation

SBE proposers proposing as prime consultants, are advised that they must complete Schedule 1 and schedule 2, listing the work to be performed by their own workforce as well as the work to be performed by any SBE sub-consultant. Failure to include this information on Schedule 1 will result in the participation by the SBE prime proposers own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE consultant intends to perform 100% of the work with their own workforce.

Proposers are required to submit with their proposal the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE prime and SBE sub-consultants intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime proposer is utilizing ANY sub-consultants.

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime consultant. A schedule 2 shall be completed and signed by the proposed SBE sub-consultant listed on Schedule 1. SBE Primes and SBE sub-consultants shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE or non-SBE, they are required to list the amount and the name of the sub consultant on this form. The Prime may count toward its SBE goal second and third tiered SBE sub-consultants provided that the Prime submits a completed Schedule 2 form for each SBE sub-consultant. Additional sheets may be used as needed.

SBE Certification

Only those firms certified by Palm Beach County at the time of proposal submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the proposer to confirm the certification of any proposed SBE; therefore, it is recommended that proposers visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

b. The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

c. The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE sub-consultant, provided that the SBE sub-consultant has the responsibility for the installation of the purchased materials and equipment.

d. Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

e. The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

f. The Prime may count toward its SBE goal second and third tiered SBE sub-consultants; provided that the Prime submits a completed Schedule 2 form for each SBE sub-consultant.

g. The Prime may only count towards its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Responsibilities After Contract Award

Schedule 3(A) – Professional Services Activity Report

This form shall be submitted by the prime consultants with each payment application when SBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE sub-consultants, specify the subcontracted dollar amount for each sub-consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE OR MWBE sub-consultant shall be completed and signed by the proposed SBE after receipt of payment from the prime. If a SBE sub-consultant intends to disburse any funds associated with this payment to any sub-consultant for labor provided on this contract, the amount and name of the sub-consultant must be listed on this form. In addition, if the named sub consultant is a certified SBE, then a schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE sub-consultant. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract

All proposers hereby assure that they will meet the SBE participation percentages submitted in their respective proposals with the sub-consultants contained on Schedules 1 and 2 and at the dollar values or percentages specified. Proposers agree to provide any additional information requested by the County to substantiate participation.

The successful proposer shall submit an SBE-M/WBE Activity Form (Schedule 3(A)) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Consultant and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE firm to verify receipt of payment.

SBE Substitutions

After contract award, the successful proposer will only be permitted to replace a certified SBE sub-consultant who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

2.11 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

2.12 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.13 CRIMINAL HISTORY RECORDS CHECK

Pursuant to Palm Beach County Code Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation's CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The proposer is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the proposer acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2.14 REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.15 EXCEPTIONS TO THE RFP

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives.

2.16 SELECTION PROCESS

All proposals timely received will be reviewed first by the Purchasing Department to determine if each proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3). Those proposals fulfilling the Proposal

Requirements shall be referred to the Selection Committee for review and further consideration.

The Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.17. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed below, see Section 2.17. Upon completion of the Selection Committee's review and discussion of all the responsive proposals submitted, each Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee Member's score for each proposal.

After the Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and declare the proposer ranked the highest as its "finalist" and make its recommendation for award of the contract.

2.17 EVALUATION CRITERIA

1.	**Experience/Qualifications Background/References** (See Section 3.1)	**Weight 25 % (25 pts)**
2.	**Project Approach/Understanding** (See Section 3.2)	**Weight 10 % (10 pts)**
3.	**Key Personnel and Operations** (See Section 3.3)	**Weight 25 % (25 pts)**
4.	**Price Proposal** (See Section 3.5)	**Weight 25 % (25 pts)**
5.	**Small Business Enterprise** (See Section 2.10)	**Weight 10 % (10 pts)**

6. Business Location/Local Preference **Weight 5 % (5 pts)**
(See Section 3.4)

2.18 AWARD OF CONTRACT

The County reserves the right to make up to five (5) awards for this solicitation on a ranking basis. The awards, if any, will be made to the highest ranked responsive, responsible proposer(s) whose proposal(s) are considered to be the most advantageous to the County based on the Selection Committee's opinion after review of every such proposal including, but not limited to, price.

In the event that this right is exercised, the highest ranked responsive, responsible proposer shall be designated the primary awardee and up to the next four (4) highest ranked responsive, responsible proposer(s) shall be designated second, third, fourth and fifth awardees respectively. The primary awardee shall be given the first opportunity to perform. The second ranked awardee shall be contacted **only** after the primary awardee is unable to perform, and the third ranked awardee shall be contacted **only** after the second ranked awardee is unable to perform. Each successive awardee, in ranked order, shall be given an opportunity to perform until the needs of the Division are met. Each awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. An awardee may be found in default of the contract if they demonstrate that they are consistently unable to provide requested services during the term of the contract. Additionally, if during the term of the contract the primary awardee is found in default of the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the second ranked awardee and awarded upon mutual agreement, and likewise from the second ranked awardee to the third ranked awardee, and continue in the descending order of ranking to the fourth awardee and fifth awardee.

Upon review and approval of the Selection Committee's recommendation for award, the Purchasing Department will post the award recommendation at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing for a period of five (5) business days for review by interested parties prior to final approval of the award. The apparent successful proposer(s) will be notified of the recommendation for award by mail. The recommended awardee(s) shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended awardee. A contract must be completed and executed by the successful proposer(s) and the County and, when appropriate, by the Board of County Commissioners before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by the County, the County may elect to cancel the Recommended Award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the County has determined to cancel the procurement in its entirety. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

2.19 DISCLOSURE OF OWNERSHIP INTEREST

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest affidavit (DOIA, Appendix F) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, F.S., whose interest is for sale to the general public.

Upon request from the Purchasing Department, the recommended awardee shall submit a completed DOIA (Appendix F) within a reasonable time, as requested. If the recommended awardee fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the Recommended Award.

2.20 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected proposer(s) will be required to execute a contract similar to the attached Standard County Contract (Attachment 1). If a proposer has comments related to any of the provisions in this RFP and/or the contract sample, comments must be made, in writing, no later than the date specified in the RFP Timetable (see Section 1.7).

Standard County Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected proposer and the County be unable to consummate a written contract, the County may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

2.21 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the County. The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.22 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful proposer to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 13, to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801.

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 13).

Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

2.23 SUCCESSFUL PROPOSER NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful proposer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful proposer shall perform the following and shall use the "Non-Discrimination Policy" form attached as Appendix *I* in order to do the same:

1. Submit to the County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of the County as set forth in this Section; **OR**

2. In the event that the successful proposer **does not** have a written non-discrimination policy, the successful proposer shall sign and submit to the County a statement affirming that their unwritten non-discrimination policy is in conformance with the County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

Upon request from the Purchasing Department, the recommended awardee shall satisfy the requirements set forth in this Section prior to execution of a contract with the County. If the recommended awardee fails to satisfy the requirements set forth herein within a timely manner, the County, at its sole discretion, will cancel the Recommended Award. It is the responsibility of the successful proposer to maintain a written or non-written non-discrimination policy that conforms with the County's policy as set forth in Resolution R-2014-1421, as may be amended, throughout the term of the Contract. Failure to meet this requirement shall be considered default of the Contract.

2.24 DRUG FREE WORKPLACE CERTIFICATION

Proposers should submit, with their proposal, an executed Drug Free Workplace Certification (Appendix E) indicating that the proposer has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, F.S.

2.25 AUTHORIZED SIGNATURE

The authorized representative signature required on all offers and the Contract must be made by an officer of the company (if applicable).

SECTION 3
PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT:

Format

Proposer **shall** submit one (1) unbound original, six (6) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal. Proposals should be typed, double spaced and submitted on 8 ½" x 11" size paper. Copies should be bound using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbage or promotional material is discouraged.

Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to Sharon Cushnie, Senior Buyer, and should, at a minimum, contain the following:

a. Identification of Proposer, including name address and telephone number.

b. Proposed working relationship between proposer and subcontractors, if applicable.

c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of proposal evaluation.

d. Signed by a person authorized to bind proposer to the terms of the proposal.

Technical Proposal

Proposals shall contain all of the documents listed below, **each fully completed, signed, and notarized as required.** Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (*) should be a part of the proposal; however, if these items are omitted, the proposer must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

Each of the following requirements should be addressed in separate sections of the proposal.

3.1 EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES INFORMATION

3.1.1 Each proposer shall provide a detailed statement on its qualification and background and demonstrate it has a minimum of five (5) years experience in providing building inspection (building, plumbing, electric and mechanical HVAC), plan review and permit processing services. Include your firm's business history and number of years in business.

3.1.2 Each proposer shall provide two (2) brief descriptions of similar service contracts satisfactorily provided with locations, dates, and copies of the contracts.

3.1.3 Each proposer shall provide a list of all similar services performed for government agencies.

*3.1.4 Each proposer should submit a minimum of three (3) references demonstrating the successful provision of building inspection (building, plumbing, electric and mechanical HVAC), residential and commercial plan review, and permit processing services within the past five (5) year(s).

Each reference should include the following:

a. Name of client company, contact names, addresses, telephone/fax numbers, dollar amount of contracts, and dates of service.

b. Scope of Work, types of services performed, and number of full-time staff provided.

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology for implementing building inspection and plan review services including, but not limited to, the following:

3.2.1 Overview of the project tasks to be performed.

3.2.2 County resources which will be required to conduct the project tasks.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

3.3.1 An Organizational Chart identifying the structure of firm.

3.3.2 A list of the key personnel assigned to the project, and submit a complete resume detailing their experience, education, expertise, qualifications and licenses. Personnel that are multi-licensed for multiple disciplines of inspection or plan review are preferred.

Copies of license for each personnel and staff member who will be assigned work under this Contract.

3.3.3 A description of the role of each staff member who will be responsible for handling and monitoring the Contract.

3.3.4 Identify projects of similar nature in which each staff member has been involved and dates.

3.3.5 A summary of any fines or discipline by the State of Florida which is related to the Scope of Work/Services and the resolution of such fines or discipline. If none, proposer shall state this in their proposal.

3.3.6 A summary of any litigation, pending lawsuits or unresolved disputes against the proposer in the past three (3) years which is related to the services that the proposer provides in a regular course of business. If none, proposer shall state this in their proposal.

3.4 BUSINESS LOCATION / LOCAL PREFERENCE

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Proposer shall submit at the time of proposal submission the attached "Certification of Business Location" (Appendix D) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal. The Palm Beach County Business Tax

Receipt and the Certification are the sole determinant of Business Location/Local Preference points. Errors in the completion of the Certification or failure to submit this completed Certification will cause the proposer to not receive points for Business Location/Local Preference.

Provided a proposer does not qualify to receive an SBE preference, local proposers who submit Appendix D, the Certification, together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points.

Required Appendices

3.5 PRICE PROPOSAL INFORMATION

The proposer shall submit the attached Price Proposal Page(s) (Appendix A) filled out and signed. The proposer shall indicate the amount of money to be paid by the County during the Contract term.

Offers will receive up to the maximum points listed in 2.17 above, based upon the reasonableness of the total price and competitiveness of this amount with other offers received.

In order for the County to make payment, the Vendor's Legal Name, Vendor's Address and Vendor's TIN/FEIN Number on the Contractor's proposal and Contract must be exactly the same as it appears on the invoice and in the County's Vendor Self Service (VSS) system. Contractor **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the County's representative set forth in the Contract**.** Invoices submitted on carbon paper shall not be accepted

PALM BEACH COUNTY
FINANCE DEPT.
P.O.BOX 4036
WEST PALM BEACH, FL 33402-4036

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who do not have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

3.6 BUSINESS INFORMATION

Each proposer shall complete and submit the attached Business Information page (Appendix B).

3.7 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

Additional Appendices

3.8 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION 4
SCOPE OF WORK/SERVICES

4.1 PURPOSE

The CONTRACTOR shall provide building inspection (building, plumbing, electric and mechanical HVAC), plan review and permit processing services in accordance with the requirements of Florida Statutes 468, Part XIII. The CONTRACTOR shall act as an independent contractor and not as an employee of the COUNTY.

4.2 INTRODUCTION

The CONTRACTOR shall, when requested, review plans for residential and commercial building applications, provide building inspection (building, plumbing, electric and mechanical HVAC) for structures in which permits have been issued by the Palm Beach County (COUNTY) Planning, Zoning & Building Department (PZ&B). Building inspection, plan review and permit processing services shall be conducted under the COUNTY's and all other federal, state and local laws, rules, regulations, directives, codes and ordinances.

4.3 CONTRACTOR'S DESIGNATION

The COUNTY reserves the right to make up to five (5) awards for this solicitation on a ranking basis. The highest ranked CONTRACTOR shall be the primary CONTRACTOR and up to the next four (4) highest ranked CONTRACTORS shall be designated second, third, fourth and fifth CONTRACTOR respectively. The primary CONTRACTOR shall be given the first opportunity to perform. The second ranked CONTRACTOR shall

be contacted **only** after the primary CONTRACTOR is unable to perform, and the third ranked CONTRACTOR shall be contacted **only** after the second ranked CONTRACTOR is unable to perform. Each successive CONTRACTOR, in ranked order, shall be given an opportunity to perform until the needs of the Division are met. Each CONTRACTOR is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. A CONTRACTOR may be found in default of the Contract if they demonstrate that they are consistently unable to provide requested services during the term of the Contract. Additionally, if during the term of the Contract the primary CONTRACTOR is found in default of the Contract; or unilaterally terminates the Contract, the rights, duties, and obligations of the primary CONTRACTOR shall be offered to the second ranked CONTRACTOR and awarded upon mutual agreement, and likewise from the second ranked CONTRACTOR to the third ranked CONTRACTOR, and continue in the descending order of ranking to the fourth CONTRACTOR and fifth CONTRACTOR.

4.4 STAFFING

The normal workload is expected to require the equivalent of approximately five (5) full time Standard Inspectors and/or Standard Plans Examiners and/or Permit Technicians, for the term of the Contract at the COUNTY's discretion. In addition to the anticipated normal workload, additional inspection services may be required for special projects, large developments and natural disasters.

4.5 QUALIFICATIONS OF CONTRACTOR'S PERSONNEL

At a minimum, CONTRACTOR's personnel shall be qualified as follows:

a. Inspection personnel shall be qualified to perform building inspections or plan examination on residential and commercial structures. Personnel that are multi-licensed for multiple disciplines of inspection or plan review are preferred.

b. Inspection and plan review personnel shall possess the Florida Department of Business Professional Regulation Certification as a Building Inspector or Building Plans Examiner, as regulated by Florida Statute 468, Part XIII, for the specific disciplines they are working in. The inspector or plans examiner shall be responsible for maintaining compliance with the Florida Building Code as required by Florida Statutes Chapter 553.

c. Personnel, including permit technicians shall be fully certified, qualified, trained and with at least two (2) years of on the job experience prior to beginning services for the COUNTY. Personnel should have familiarity with the Florida contractor licensing law as described in Florida Statute (FS) Chapter 489 (construction contracting), and permitting regulations as contained in FS Chapter 320 (mobile homes) FSS Chapter 553 (permitting), FSS Chapter 470 (workers compensation), and FS Chapter

713 (Florida's Lien Law). New and inexperienced personnel shall not be acceptable.

d. Personnel shall maintain their Certifications with the State of Florida, to provide continually their best efforts to perform efficiently and effectively in a proper and professional manner their duties and responsibilities as assigned, to uphold the policies and regulations of the COUNTY and PZ&B, and to abide by ethical standards of conduct appropriate to their duties.

4.6 RESPONSIBILITIES OF CONTRACTOR'S PERSONNEL

CONTRACTOR's personnel shall provide services to include, but are not limited to, the following:

a. Permit processing duties, inspection and plan review services that include, but not be limited to, permit processing, plan review and inspection of, general building, mechanical (HVAC), plumbing, structural, gas and electrical, as well as, provide all administrative documentation as required by the COUNTY.

b. Inspection of permitted construction within the Unincorporated Palm Beach County, for compliance with State and COUNTY codes and ordinances and conformance with permitted plans and specifications.

c. Written reports on inspections and field investigations of complaints, and other reports as may be reasonably requested by the COUNTY. COUNTY inspection forms must be used.

d. Review of submitted construction plans for code compliance.

e. Maintenance of records of inspections, plan reviews and field investigations performed. Log daily inspection results, plan review results, deficiencies and log hours worked in the computer system. All deficiencies identified shall include proper code citations as required by Florida Statutes. These logs and a summary sheet shall be attached to all billing statements.

f. Using COUNTY forms and databases, issue correction or deficiency notices listing the items identified during inspections and reviews, and cite the applicable code sections.

g. Provide As-built surveys, Field Revisions, Design Professional Letters, and other paperwork provided directly to the Inspector or Plan Reviewer shall be reviewed for sufficiency and annotated appropriately (approved or deficient).

h. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.

i. Perform other duties that are related to or incidental to Inspector's primary duties as herein described and that the COUNTY may from time to time assign. The Inspector's duties and responsibilities may change from time to time at the sole discretion of the COUNTY and at no additional cost to the COUNTY.

j. Perform inspection service duties during normal business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, and Plan Review service duties from 8:00 a.m. to 5:00 p.m. or as may be altered upon mutual agreement.

k. Report to the COUNTY's Building Official or his or her designee.

l. Provide inspection services and plan review in the event of a natural disaster (i.e., hurricane).

m. Inspection and plan personnel may be required to attend meetings or to provide consultation to the COUNTY during normal business hours.

n. CONTRACTOR's staff shall have a cell phone to be accessible to COUNTY staff and to COUNTY customers during the hours worked for the COUNTY.

o. Entry of data into the COUNTY's database is anticipated and will be required.

p. Other documentation as requested may be required as necessary to assist customers in achieving compliance with applicable code requirements.

4.7 SELECTION AND ASSIGNMENT OF PERSONNEL

a. Personnel approved by the COUNTY for each assignment shall not be changed without prior written consent of the COUNTY. All personnel approved for assignment or replacement shall be selected from those individuals submitted by CONTRACTOR as qualified and available to perform services for the COUNTY.

b. The COUNTY will issue a work order to CONTRACTOR for the services needed for each project.

c. Personnel approved and given an assignment by the COUNTY shall not be granted leaves of absence (vacation, sick or other) from their

assignment unless a person of equal or greater qualification is approved by the COUNTY for the substitution.

d. Emergency substitutes shall not remain on an assignment for more than two (2) days without the written consent of the COUNTY.

e. Personnel assigned to the COUNTY shall be subject to pre-employment background checks by the Florida Department of Law Enforcement, the Florida Department of Motor Vehicles and a urine drug test. Personnel must meet or exceed the employment requirements of COUNTY personnel prior to approval and assignment. The COUNTY reserves the right to have an individual person removed from service to the COUNTY.

4.8 EQUIPMENT

At no cost to the COUNTY, CONTRACTOR shall equip its personnel with the following:

a. Employee I.D.
b. Florida Building Code Books
c. Cellular telephone
d. Uniform provided by the CONTRACTOR
e. An inspection vehicle in good operating condition and capable of transporting one ladder, subject to approval by the COUNTY.
f. One ladder capable of reaching the roof of a typical one story home.
g. Safety shoes, hardhats and other safety related equipment.

4.9 FACILITIES

The COUNTY will provide personnel with facilities and support services adequate for the performance of their duties, including office space, computers, office materials and equipment, including access to COUNTY and clerical support. The COUNTY will not provide vehicles to CONTRACTOR.

SECTION 5
ATTACHMENTS

ATTACHMENT 1 - SAMPLE STANDARD CONTRACT

ATTACHMENT 1
Sample Standard Contract
CONTRACT FOR
Building Inspection, Plan Review and Permit Technician Services
(Contract No. 17-023/SC)

This Contract No. 17-023/SC is made as of this _____ day of _____, 2017, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (*Put in Vendor's Legal Name and Address)*_____, *(select one of the following types of entities) an individual, a partnership, a corporation*, *a limited liability company, or specify another* authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide building inspection, plan review and permit technician services to the Planning, Zoning & Building Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit ___, CONTRACTOR's proposal dated _____, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Pat D'Agostino, Fiscal Manager, telephone number (561) 233-5017 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be _(Name, Title)_____, telephone number _____.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A; (2) the provisions of RFP No. 17-023/SC and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit __, CONTRACTOR's proposal dated _____; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on May 16, 2017, and complete all services by May 15, 2022.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of _____ Dollars ($_____).

For each work order issued to the CONTRACTOR, the COUNTY shall pay the CONTRACTOR on an hourly basis as identified in Appendix A, Price Proposal Pages. The CONTRACTOR will bill the COUNTY upon completion of all work specified in each work order performed in accordance with Exhibit A, Scope of Work/Services. The CONTRACTOR has the option to bill the COUNTY on a monthly basis when multiple work orders are placed.

B. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix__, Business Information, of Exhibit__, CONTRACTOR's proposal must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County

Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

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ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

ARTICLE 7 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

4. Continue and complete all parts of the work which have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit __, *(fill in the blank)* attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as

amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

A. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

B. The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

C. The CONTRACTOR agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

D. The CONTRACTOR incorporates Schedule 1 List of proposed SBE-M/WBE Prime/Subcontractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, percentage and/or dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed percentage and/or dollar value.

E. The CONTRACTOR understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

F. The CONTRACTOR understands that it is the responsibility of the department letting the contract and the Office of Small Business Assistance (OSBA) to monitor compliance with the SBE Ordinance requirements. In that regard, the CONTRACTOR agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

G. The CONTRACTOR further agrees to provide OSBA with a copy of their contract with the SBE sub-consultant or any other related documentation upon request.

H. After contract award, the successful CONTRACTOR will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the proposal. Requests for substitutions must be submitted to the department issuing the Request for Proposal and the OSBA.

I. The CONTRACTOR understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide sub consultant quotations to other proposers or potential proposers.

J. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE REQUIREMENTS

It shall be the responsibility of the CONTRACTOR to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

A. **Commercial General Liability**: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than $**500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Business Auto Liability**: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than $**500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

C. **Workers' Compensation Insurance & Employer's Liability**: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

D. **Professional Liability**: CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $**1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $**10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide

replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. **Additional Insured Clause**: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

F. **Waiver of Subrogation**: CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall 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 to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. **Certificates of Insurance**: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage.

H. **Umbrella or Excess Liability**: If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

I. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY 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 by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on

behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 24 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

It is the responsibility of the CONTRACTOR to maintain a written or non-written non-discrimination policy that conforms with the COUNTY's policy as set forth in Resolution R-2014-1421, as may be amended, throughout the term of the Contract. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - SCRUTINIZED COMPANIES (when contract value is greater than $1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Patrick Rutter, Executive Director
Planning, Zoning & Building Department
Palm Beach County
2300 N. Jog Road, Room 2Q-14
West Palm Beach, FL 33411

If sent to the CONTRACTOR, notices shall be addressed to:

_____
_____
_____
_____

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING

_____
Kathleen M. Scarlett, Director

WITNESSES:

_____
Signature

_____
Name (type or print)

_____
Signature

_____
Name (type or print)

CONTRACTOR:

_____
Company Name

BY: _____
Signature

_____
Typed Name

_____
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 17-023/SC

(To be completed upon Award of Contract)

SECTION 6
APPENDICES

APPENDIX A	-	PRICE PROPOSAL PAGES
APPENDIX B	-	BUSINESS INFORMATION
APPENDIX C	-	SBE SCHEDULES 1, 2, 3(A), & 4
APPENDIX D	-	CERTIFICATION OF BUSINESS LOCATION
APPENDIX E	-	DRUG-FREE WORKPLACE CERTIFICATION
APPENDIX F	-	DISCLOSURE OF OWNERSHIP INTERESTS
APPENDIX G	-	NON-DISCRIMINATION POLICY

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 17-023/SC

Page 1 of 2

The following pricing is submitted as the all inclusive pricing (including travel, mileage, copies, etc.) to provide the Planning, Zoning & Building Department with building inspection, plan review and permit technician services in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Description		Fixed Hourly Rate
1.	Licensed Plans Examiner, Residential and/or Commercial	_____ / hr.
2.	Licensed Inspector, Residential and/or Commercial	_____ / hr.
3.	Licensed Supplemental Inspector, during a natural disaster event (at the request of the County)	_____ / hr.
4.	Permit Technician	_____ / hr.

The rates above are based on a forty (40) hour week, eight (8) hours per day. Overtime (over eight (8) working hours in one day) and/or weekend rates are one and one-half (1.5) times the listed rates. All overtime hours must be approved, in advance, by the Building Director.

The Proposer certifies by signature below the following:

a. This pricing is current, accurate complete, and is presented as the Total Pricing, including ”out-of-pocket” expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 17-023/SC

Page 2 of 2

c. This Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO. _____

SIGNATURE: _____

APPENDIX B
BUSINESS INFORMATION
RFP NO. 17-023/SC

Full Legal Name of Entity:_____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address:_____

_____

Telephone Number: (____)_____ Fax Number: (____)_____

Form of Entity
[ ] Corporation
[ ] Limited Liability Company
[ ] Partnership, General
[ ] Partnership, Limited
[ ] Joint Venture
[ ] Sole Proprietorship
Federal I.D. Number:_____

(1) If Proposer is a subsidiary, state name of parent company.

_____

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes [ ] No [ ]

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. 17-023/SC

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME:_____ **PROJECT NO. OR BID NO.:** _____

NAME OF PRIME BIDDER:_____ **ADDRESS:** _____

CONTACT PERSON:_____ **PHONE NO.:** _____**FAX NO.:**_____

BID OPENING DATE:_____ **USER DEPARTMENT:** _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

	(Check one or both Categories) M/WBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK				
Name, Address and Phone Number	**Minority Business**	**Small Business**	**Black**	**Hispanic**	**Women**	**Caucasian**	**Other (Please Specify)**
1.	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
		Total	_____	_____	_____	_____	_____

Total Bid Price $ _____ **Total SBE-M/WBE Participation Dollar Amount or Percentage of Work** _____

I hereby certify that the above information accurate to the best of my knowledge: _____

Signature Title

Note: **1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.**

2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage_____ _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: _____

OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT

Project No.: _____
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount $_____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
   Address/Tel: _____
   Estimated Start Date: _____ Contract Amount: _____
   SCOPE OF WORK: _____
   Percentage/Hrs Completed: _____ Amount Paid To Date _____

2. Firm's Name: _____
   Address//Tel: _____
   Estimated Start Date: _____ Contract Amount: _____
   SCOPE OF WORK: _____
   Percentage/Hrs Completed: _____ Amount Paid To Date _____

3. Firm's Name: _____
   Address/Tel: _____
   Estimated Start Date: _____ Contract Amount _____
   SCOPE OF WORK: _____
   Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

_____
Signature/Title

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ ☐☐☐☐☐☐☐☐ **.** ☐☐

On ☐☐ **-** ☐☐ **-** ☐☐☐☐ **from _____**
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: ☐☐☐ **PROJECT NO.:** ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

PRIME CONTRACTOR VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

==========

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

***Subcontractor Name: _____ Amount to be paid: _____**

***Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.**

==========

By: _____ **_____**
(Signature of Subcontractor) **(Print Name & Title of Person executing on behalf of Subcontractor)**

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 17-023/SC

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

_____ _____
(Signature) (Date)

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 17-023/SC

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature Date

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 17-023/SC

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[ ] the _____ of _____.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____
_____
_____.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____
_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____
Notary Public

_____
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

EXHIBIT “A”

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant’s corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant’s principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name **Address**

APPENDIX G
NON-DISCRIMINATION POLICY
RFP NO. 17-023/SC

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy, such proposer shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

(__) Proposer hereby acknowledges that it **does not** have a written non-discrimination policy; however, respondent hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

(__) Proposer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Proposer's failure to comply with the above requirements will render proposer non-responsive.

Proposer shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

PROPOSER:

_____
Company Name

_____
Signature

_____
Name (type or print)

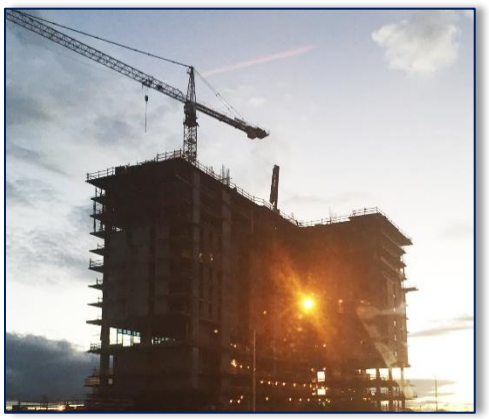
_____
Title

3.1.1 EXPERIENCE:

C.A.P. Government, Inc. (CAP) was established in 1989 by Mr. Carlos A. Penin, PE. CAP is a Florida Corporation with three (3) offices in South Florida:

CORPORATE OFFICE IN MIAMI-DADE COUNTY:

343 Almeria Avenue
Coral Gables, FL 33134
T. (305) 448.1711
F. (305) 448.1712
Email: cap@capfla.com
www.capfla.com



BROWARD COUNTY:

100 S.E. 12 Street
Fort Lauderdale, FL 33316
T. (954) 888.9882
F. (954) 888.9860

PALM BEACH COUNTY:

1910 N. Florida Mango Road
West Palm Beach, FL 33409
T. (561) 508.0615
F. (561) 708.5742

For over 25 years C.A.P. Government has maintained a noteworthy track record for the professional management of all phases of the building and the permitting process. In 1992, CAP began outsourcing Building, Public Works, Engineering and the Zoning Department services to the newly created Village of Key Biscayne. Immediately upon taking the helm, South Florida suffered the wrath of Hurricane Andrew.

Our success in providing these services during very difficult times proved that our "outsource model" worked. In 1995, the City of Aventura followed Key Biscayne and retained C.A.P. Government as the company to provide services to its Building Department. On November 1, 2015, CAP joined the City of Aventura in celebrating twenty (20) years of continuous service. CAP's pioneering efforts have dramatically improved the efficiency of existing Building departments and aided in the creation of new

departments across South Florida. Today CAP provides outsourced Building Department services to forty (40) municipalities and is recognized as a leading provider of these services. In addition, we also provide Building Department outsourcing to the following educational institutions: The School Board of Broward County, Miami-Dade County Public Schools, Florida International University and Miami-Dade College.

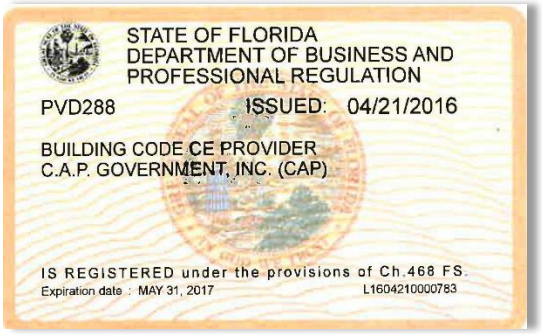
CAP now employs approximately one hundred forty (**140**) employees in various offices and municipalities throughout South Florida. CAP's expertise is developing tailored solutions to implementing Building Code services to government clients. Our staff has extensive experience in performing these services while adhering to established protocols, ethics and the Florida Building Code (FBC).

CAP's Building Department protocols and procedures exemplify the professionalism in providing consistency to its municipal clients and the residents of those cities. ***We have several contracts with 10, 15 and 20 years of continuous service.*** Understanding that customer service is paramount; our staff responds to the permit holders quickly to serve their needs by assuring that all plans examination and inspections are performed timely, efficiently, uniformly, and in accordance with the FBC.

QUALIFICATIONS:

C.A.P. Government has a team of qualified personnel to perform professional building code services per Chapter 553 and 468, Part XII of the Florida Statutes, the FBC and all relevant local codes and ordinances as adopted by each individual municipality. Our plans examiners and inspectors are certified by the State of Florida Code Administrators and Inspection Board, Engineers by the State of Florida Board of Professional Engineers, Architects by the Board of Architecture and Interior Design, and by the State of Florida Department of Business and Professional Regulation. All CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy. Additionally, our employees are required to participate in yearly ethics training courses, adhere to the company's code of conduct and

take continuing educational credits to maintain their licenses. Our employees are encouraged to obtain additional certifications through educational programs and training opportunities.



To maintain a high level of service to our clients, CAP provides our Plans Examiners and Inspectors support and training through continuing education. We emphasize training of our personnel because we understand that having qualified and experienced personnel is the only way to administer an efficient and accurate Building Department. To that end, we have taken a unique approach. On April of 2016, CAP became an Educational Provider accredited by the Florida Department of Business and Professional Regulations and recognized by the Florida Building Code Administrators and Inspectors Board.

BACKGROUND:

C.A.P. Government outsources Building Department services to government municipalities in Miami-Dade, Broward, Palm Beach Counties, Collier and Monroe Counties. A few examples of CAP's clients in Palm Beach County where we provide similar services are:

- Palm Beach County
- City of West Palm Beach
- City of Pahokee
- City of Boynton Beach
- Town of Briny Breezes
- City of Greenacres
- Town of Palm Beach County
- Village of Wellington
- City of South Bay
- City of Delray Beach
- City of Riviera Beach

CAP's familiarity with the standard, day to day practices and procedures of building departments uniquely qualifies our staff to respond effectively to natural disasters. Several members of our staff hold certifications in the Federal Emergency Management Agency's (FEMA) National Incident Management System (NIMS) program. Our team remains abreast of FBC updates and requirements to provide our clients with the level of quality service. Our experience with the FBC has evolved through the transition from the various editions of the Building Codes beginning with the changes as a result of the lessons learned from Hurricane Andrew until the current 5th Edition (2014).

Our Company **does not perform "Private Provider" services.**

3.1.3 SIMILAR PROJECT EXPERIENCE:

The following is a more comprehensive list of CAP's clients with the term of our contracts and the services provided.

	Comprehensive Building Department Services		
	Name of Entity	**Term**	**Services Provided**
1	City of Aventura	1995 - Present	Full Building Department
2	Town of Cutler Bay	2005 - Present	Full Building Department
3	Village of El Portal	2006 - Present	Full Building Department
4	North Bay Village	2013 - Present	Full Building & Public Works Department
5	City of Weston	2005 - Present	Full Building Department
6	Town of Southwest Ranches	2006 - Present	Full Building Department
7	Town of Lauderdale by the Sea	2011 - Present	Full Building Department
8	City of Wilton Manors	2011 - Present	Full Building Department
9	City of South Bay	2010 - Present	Full Building Department
10	City of Pahokee	2015 - Present	Full Building Department

	Supplemental Services		
	Name of Entity	**Term**	**Services Provided**
11	Village of Biscayne Park	2012 - Present	Plans Review and Inspection Services, Code Enforcement
12	Village of Bal Harbour	2013 - Present	Plans Review and Inspection
13	City of Coral Gables	2015 - Present	Plans Review and Inspection
14	City of Doral	2013 - Present	Plans Review and Inspection Services
15	City of Miami Beach	2009 - Present	Plans Review and Inspections
16	City of North Miami Beach	2007 - Present	Plans Review and Inspections
17	Village of Pinecrest	2014 - Present	Plans Review and Inspections
18	Town of Golden Beach	2016 - Present	Plans Review and Inspections
19	City of Sweetwater	2016 - Present	Plans Review and Inspections
20	City of Greenacres	2015 - Present	Plans Review and Inspection
21	City of Boynton Beach	2014 - Present	Plans Review and Inspection

	Supplemental Services		
	Name of Entity	**Term**	**Services Provided**
22	City of Parkland	2008 - Present	Plans Review and Inspection
23	City of Delray Beach	2015 - Present	Plans Review and Inspections
24	Town of Palm Beach	2015 - Present	Plans Review and Inspections
25	Village of Wellington	2015 - Present	Plans Review and Inspections
26	City of Naples	2015 - Present	Plans Review and Inspections
27	Village of Islamorada	2016 - Present	Plans Review and Inspections
28	City of Coconut Creek	2014 - Present	Plans Review and Inspections
29	City of Fort Lauderdale	2006 - Present	Plans Review and Inspections
30	City of Hollywood	2013 - Present	Plans Review and Inspections
31	City of Oakland Park	2012 - Present	Plans Review and Inspections
32	City of Lauderhill	2005 - Present	Plans Review and Inspections
33	Town of Davie	2012 - Present	Plans Review and Inspections
34	City of Dania Beach	2016 - Present	Plans Review and Inspections
35	City of West Palm Beach	2016 – Present	Plans Review and Inspections
36	Town of Briny Breezes	2016 – Present	Plans Review and Inspections
37	City of Riviera Beach	2016 - Present	Plans Review and Inspections
38	City of West Palm Beach	2016 - Present	Plans Review and Inspections
39	City of Coral Springs	2015 - Present	Plans Review and Inspections
40	Town Pembroke Park	2017-Present	Plans Review and Inspections

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 305-591-0090 **FAX (A/C, No):** 212-948-5665 **E-MAIL ADDRESS:** certsmiami@mma-fl.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Charter Oak Fire Insurance Company — 25615
INSURED CAPGOVER C.A.P. Government Inc. 343 Almeria Avenue Coral Gables FL 33134	**INSURER B :** Travelers Indemnity Co of America — 25666
	INSURER C : Endurance American Specialty Ins Co — 41718
	INSURER D : Travelers Cas & Surety Co of America — 31194
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 10432640 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6602G356503	9/5/2017	9/5/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			8102G356503	9/5/2017	9/5/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below			UB5J119021	9/5/2017	9/5/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Errors and Omissions Claims-Made Retro Date: 9/6/1996			DPL10005502003	9/5/2017	9/5/2018	Design Prof Liability Network Sec & Privacy Retention	2,000,000 1,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents, as Designated Organization, are Additional Insureds as respects General Liability. Waiver of subrogation as respects General Liability, Auto Liability, and Workers Compensation in favor of Additional Insured. All of the above is applicable when required by written contract subject to the terms, conditions and exclusions of the policy.

Cancellation Clause: The carrier may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at See Attached...

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida
c/o Insurance Tracking Service,
P.O. Box 20270
Long Beach CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #8: Approve Property Improvement Program (PIP) Matching Grant Awards - 3691 Riedel Avenue and 43 Springdale Circle

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

- Owner/Resident: Yoan Enriquez Brana
- Address: 3691 Riedel Avenue
- Project: Construct a circular driveway with pavers
- Eligible (Project) Cost(s): $13,810.17
- Matching Grant Award: $5,000.00

- Owner/Resident: Chester D. Osborne
- Address: 43 Springdale Circle
- Project: Replaced mansard roof with Davinci Bellaforte (composite shake roof)
- Eligible (Project) Cost(s): $6,975.00
- Matching Grant Award: $3,487.50

The PIP Selection Committee met on October 28, 2021, and recommended approval of the grant awards (up to 50% of $5,000). If approved by the Village Council, the awardees will be mailed their checks and may be acknowledged at a future Village Council meeting.

FISCAL IMPACT:
Funding to support the proposed awards is available within the FY22 Budget - General Fund.

ATTACHMENTS:
1. Property Improvement Grant Agreement - 3691 Riedel Avenue
2. 3691 Riedel Avenue - Before and After Photos
3. Property Improvement Grant Agreement - 43 Springdale Circle
4. 43 Springdale Circle - Before and After Photos

Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Yoan Enriquez Brana (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 3691 Riedel Avenue; and

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

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing driveway with pavers 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: _____

Print Name: Yoan Enriquez

VILLAGE OF PALM SPRINGS

BY: _____

Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of November, 2021 by Yoan Enriquez who is personally know to me, or who has produced FLDL as identification.

Notary Public State of Florida
Iramis Cabrera
My Commission GG 241902
Expires 07/25/2022

Iramis Cabrera.

Notary Public

My Commission Expires

BEFORE

AFTER

Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 29th day of October, 2021, by and between the VILLAGE OF PALM SPRINGS and Chester Osborne (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 43 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 with Davinci Bellaforte synthetic shakes 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 $3,487.50. **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: Chester Osborne

Print Name: Chester Osborne

VILLAGE OF PALM SPRINGS

BY:

Kim Glas-Castro, Assistant Village Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 29 day of October, 2021 by Chester Osborne who is personally know to me, or who has produced _____ as identification.

Laura M Buzzetta

Notary Public

My Commission Expires:

LAURA M BUZZETTA
Notary Public - State of Florida
Commission # GG 974325
My Comm. Expires Mar 30, 2024
Bonded through National Notary Assn.

BEFORE

AFTER

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Public Service

ITEM #9: Approve Pump Station SCADA Upgrades (Task Order No. 284) - Invitation to Bid (ITB No. 2022B-003) - Utilities Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Engineer Service Corporation.

SUMMARY: The Utilities Department has a need to upgrade the existing Supervisory Control and Data Acquisition (SCADA) system to include the remaining 20 Village-owned lift stations that currently do not have SCADA. By installing a SCADA system at each lift station, the Village will be assured of improved service to customers through reduced response times to lift station problems, reduced liability exposure to the Village (in terms of quicker responses to wastewater overflows/backups), fewer equipment repair costs due to early detection and diagnosis of potential problems and minimized capital and ongoing maintenance costs.

Currently, the Village Council has authorized Eckler Engineering to serve as the Village's consulting engineer to complete the engineering and design for this project (Task Order #284) for the amount of $156,407. The proposed construction project consists of the construction and installation of control panels, radio antennas, programming, electrical wiring, and site restoration. This upgrade would enable Village utility field staff to monitor these additional lift stations and ensure their continued operation.

Note: To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on November 18, 2021, for Pump Station SCADA Upgrades. This process was completed by the Village through a competitive bid selection process - Pump Station SCADA Upgrades (ITB No. 2022B-003 - November 18, 2021).

Within the FY 2022 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village approved $820,000.00 for the Pump Station SCADA Upgrades. As a result of the Village's ITB, the following five (5) bid proposals were received:

Vendor	Total Bid
Engineer Service Corporation	$400,700.00
General Control Systems	$577,215.00
Hinterland Group, Inc.	$822,800.00
Revere Control Systems, Inc.	$945,310.00
TLC Diversified, Inc.	$1,135,000.00

After reviewing the five (5) bids received, the Interim Public Service Administrator, Public Service Project Manager, the Village Attorney, and the Village's consulting engineer, Eckler Engineering, determined that Engineer Service Corporation provided the lowest responsible and responsive bid. As a result, staff is recommending that the Council award this proposed contract (Task Order #284) to Engineer Service Corporation for the amount of $400,700.00.

If approved, the Village would accept Engineer Service Corporation's pricing, including all terms, conditions, and pricing as submitted within their ITB proposal and proposed agreement. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract.

The project will take approximately 330 days (February 2023) to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Interim Public Service Administrator, the Public Service Project Manager, and the Finance Director.

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

FISCAL IMPACT:

Funding to support the proposed Automated Chemical Feed Improvements project is available within the FY 2022 Budget - Water & Sewer Enterprise Fund:

Allocated/Estimated Project Funding:	***Amount:***
FY 2020 Actual Funding - Water & Sewer Fund TO#284	$45,776.50
FY 2021 Actual Funding - Water & Sewer Fund TO#284	$12,425.05
FY 2022 Arroved Funding - Water & Sewer Fund TO#284	$820,000.00
Total Allocated/Approved Budget - TO#284:	**$878,201.55**

FY 2020 Project Cost - Actual Engineering - Water & Sewer Fund TO#284	$45,776.50
FY 2021 Project Cost - Actual Engineering - Water & Sewer Fund TO#284	$12,425.05
FY 2022 Project Cost - Estimated Engineering - Water & Sewer Fund TO#284	$98,205.45
FY 2022 Project Cost - Estimated Construction Cost - Water & Sewer Fund TO#284	$400,700.00
Total Project Request/Cost - TO# 284	**$557,107.00**

Note: The proposed bid amount ($400,700.00) was submitted by Engineer Service Corporation and was below the engineer's estimate of $746,000.00.

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

ATTACHMENTS:

1. Proposed Agreement - Pump Station SCADA Upgrades -ITB #2022B-003
2. Village Engineer's Recommendation of Award - Pump Station SCADA Upgrades ITB #2022B-003
3. Bid Proposal - Pump Station SCADA Upgrades - Engineer Service Corporation
4. Bid Tabulation Form - Pump Station SCADA Upgrades - ITB #2022B-003
5. Invitation to Bid - Pump Station SCADA Upgrades - ITB #2022B-003
6. Addendum No. 1 - Pump Station SCADA Upgrades - ITB #2022B-003
7. Addendum No. 2 - Pump Station SCADA Upgrades - ITB #2022B-003
8. Bid Plans - Pump Station SCADA Upgrades - ITB #2022B-03
9. Bid Specifications - Pump Station SCADA Upgrades - ITB #2022B-003
10. Pump Station SCADA Upgrades - CIP Form

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Pump Station SCADA Upgrades as described by the Drawings and Specifications. Generally, the work includes construction of new SCADA system improvements inclusive of all components, I/O, electrical, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pump Station SCADA Upgrades.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 300 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 330 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

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

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
	Not Applicable				
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$ N/A

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General

Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. 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 ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages _1__ to _65__, inclusive).

6. Supplementary Conditions (pages _1__ to _10__, inclusive).

7. Specifications as listed in the table of contents of the Project Manual dated November 1, 2021.

8. Drawings (not attached but incorporated by reference) consisting of _34__ sheets with each sheet bearing the following general title: Pump Station SCADA Upgrades, dated November 1, 2021.

9. Addenda (numbers ___ to ___, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages ___ to ___, inclusive).

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.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false

certification; or if the Company 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. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. 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.

10.10 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

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

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.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a. State	Statutory
b. Applicable Federal	Statutory
c. Employer Liability:	
Bodily injury, each accident	$1,000,000
Bodily injury by disease, each employee	$500,000
Bodily injury/disease aggregate	$1,000,000
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a. General Aggregate	$2,000,000
b. Products – Completed Operations Aggregate	$2,000,000
c. Personal and Advertising Injury	$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:	
Each Person	$500,000
Each Accident	$1,000,000
b. Property Damage:	
Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability	
1) General Aggregate	$5,000,000
2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability	
1) General Aggregate	$2,000,000
2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach

County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *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.

10.14 *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.

10.15 *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.

10.16 *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.

10.17 *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.

10.18 *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.

10.19 *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.

10.20 *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.

10.21 *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.

10.22 *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.

10.23 *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 Statues, 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.

10.24 *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.

10.25 *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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

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:	Address for giving notices:
226 Cypress Lane	_____
Palm Springs FL, 33461	_____
_____	_____
	License No.: _____ *(where applicable)*

ECKLER ENGINEERING, INC.

January 26, 2022 (Sent via email to PWard@vpsfl.org)
400-084.01

Mr. Paul Ward
Public Service Administrator
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ward:

Reference: Recommendation of Award
Pump Station SCADA Upgrades
Bid No. 2022B-003

The Village of Palm Springs received bids for the Pump Station SCADA Upgrades project on Thursday, January 13 at 2:00 PM. Five (5) bids were received ranging in price from $400,700.00 to $1,135,000.00. The apparent low bid was submitted by Engineering Service Corporation, from Jacksonville, FL.

The bid package submitted by the low bidder was reviewed and evaluated per the requirements of the Bid Advertisement documents as follows:

Engineer Service Corporation

The bid package submitted by the bidder was reviewed as the apparent low bidder. In accordance with our review and evaluation, we note the following items as incomplete or not provided in accordance with the bid documents:

1. Per Section 00451 – Qualifications Statement, Article 12, the OSHA 300 – Log & Summary of Occupational Injuries & Illnesses attached was not included in the submittal.
2. Pollution Liability was not provided on the submitted insurance certificate per Section 00520 – Agreement, Article 10.10.
3. Umbrella of Excess Liability was not provided on the submitted insurance certificate per Section 00520 – Agreement, Article 10.10.
4. A minimum of five (5) similar projects was not provided per Section 00200 – Instructions to Bidders, Article 3.01, D.

In accordance with Section 00200 – Instruction to Bidders, page 8, Article 19.01, the Owner reserves the right to waive any and all informalities not involved with price, time, or changes in the work. Based on this Specification Article, we continued the evaluation process of the bidder's qualifications and experience.

Engineer Service Corporation has successfully completed projects for municipalities and private companies including SCADA upgrades, and control panel and RTU installations. The projects submitted as references by Engineer Service Corporation demonstrate that they have completed SCADA upgrades, similar to the work proposed.

Engineer Service Corporation has successfully completed projects for the Village of Palm Springs. Most recently, in 2018, they completed the SCADA System Improvements (RFP No 2017R-004)

4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL 330367
954/510-4700
FAX 954/755-2741

that consisted of similar work to the project proposed. This work was designed by Eckler Engineering and therefore we worked directly with the contractor.

Two of the references provided in the bid submittal documentation were contacted and interviewed by Eckler Engineering. In general, the references' responses were all satisfactory. Additionally, the Village provided positive remarks relating to Engineer Service Corporation's most recent SCADA project.

Based on the evaluation above, we recommend the Village exercise its right as Owner to waive the incomplete items above. Insurance coverage is usually finalized during the contract award period and they can submit the OSHA summary at the same time. Although the Contractor did not provide five (5) completed projects, they have previously completed projects for the Village that were satisfactory. Therefore, we determined this bid complete and consider Engineer Service Corporation the lowest responsible and responsive bidder. **Eckler Engineering recommends the award of construction contract to Engineer Service Corporation in the amount of $400,700.00.** This amount is less than the Engineer's published estimate of $746,000.00.

A certified bid tabulation has been attached for your review. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An "X" indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project.

If you have any questions require additional information pertaining to this recommendation of award or the project in general, please do not hesitate to contact me.

Sincerely,

Chase Dickinson

Chase Dickinson, P.E.

Encl.

Y:\Documents\Village\400-084.01 Pump Station SCADA Upgrades\Bid 2022B-003 Evaluation and Recommendation of Award\Recommendation of Award.docx

4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL 330367
954/510-4700
FAX 954/755-2741

BID TABULATION
PUMP STATION SCADA UPGRADES
VILLAGE OF PALM SPRINGS
400-084.01

Bid Opening: January 13th, 2022

Bidder	00400	00410	00430	00431	00440	00451	00452	00453	00454	00455	00456	Qualifications (00200, 3.1 thru 3.4)	Insurance	Addenda	Amount
Engineer Service Corporation	X	X	X	X	X	INC	X	X	X	X	X	X	INC	X	$400,700.00
General Control Systems	X	X	X	X	X	X	X	X	X	X	X	INC	X	X	$577,215.00
Hinterland Group, Inc.	X	X	X	X	X	INC	X	X	X	X	X	X	X	X	$822,800.00
Revere Control Systems, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	$945,310.00
TLC Diversified, Inc.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$1,135,000.00

Notes:

1. Abbreviations:
   X = Necessary documents were submitted NR = Not Received N/A = Not Applicable INC = Incomplete Document

Chase Dickinson

Chase Dickinson, P.E.

Knowledge and Wisdom ®

CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www. cwpowellins.com

January 4, 2022

The Villages of Palm Springs
C/O Eckler Engineering, Inc.
4700 Riverside Drive, Ste. 110
Coral Springs, FL 33067

RE: Engineer Service Corporation
ITB No. 2022B-003; Pump Station SCADA Upgrades

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Engineer Service Corporation. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to $3,500,000 single with the provision that we and Merchants Bonding Company reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Engineer Service Corporation is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

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

Sincerely,

Robert T. Theus
Vice President
Surety Department

Enclosure

Independent Insurance Agent

Trusted Choice®

ENGISER-02 CHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Cindi K Ham
PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
E-MAIL ADDRESS: cham@cwpowellins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Ins Co	
INSURER B : Auto Owners Insurance Company	18988
INSURER C : Associated Industries Ins Co	23140
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Engineer Service Corporation
P O Box 23511
Jacksonville, FL 32241-3511

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			21SBATY8068	11/15/2021	11/15/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYMENT PRAC	$ 10,000
B	AUTOMOBILE LIABILITY			4316727000	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AWC1173689	11/28/2021	11/28/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: PUMP STATION SCADA UPGRADES

Bid Number: 2022B-003

Bidder's Name: ENGINEER SERVICE CORPORATION

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist.
2. ☒ Completed Section 00410 - Bid Form.
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney.
4. ☒ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.
5. ☒ Completed Section 00440 – Florida Trench Safety Act Certification.
6. ☒ Completed Section 00451 –Qualifications Statement.
7. ☒ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years
8. ☒ Completed Section 00453 - Non-Collusive Affidavit.
9. ☒ Completed Section 00454 - Drug-Free Workplace.
10. ☒ Completed Section 00455 - Public Entity Crimes.
11. ☒ Completed Section 00456 – Scrutinized Companies.
12. ☒ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
13. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.
14. ☒ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

SECTION 00410

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	12/28/2021
2	1/5/2022

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. Not used.

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	$ 350,700.00
Lump Sum Contingency Allowance	$ 50,000.00

Total of Lump Sum Price $ 400,700.00

Four hundred thousand seven hundred dollars and no/100

(written)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 300 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 330 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;

F. Contractor's License Number;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00200 – Instructions to bidders, page 8, Article 15.04.

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]*

ENGINEER SERVICE CORPORATION

By:
[Signature] Kelly Atkins

[Printed name] KELLY ATKINS

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Richard Orlando Gregg

[Printed name] Richard Orlando Gregg

Title: Systems Integrator

Submittal Date: 1/13/2022

Address for giving notices:

P.O. BOX 23511 JACKSONVILLE FLORIDA 32241

Telephone Number: 904-268-0482

Fax Number: 904-268-3490

Contact Name and e-mail address: KELLY ATKINS KATKINS@ESCSCADA.COM

RICK ORSECH RORSECH@ESCSCADA.COM RGREGG@ESCSCADA.COM

Bidder's License No.: CBCA05721

(where applicable)

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

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

BIDDER *(Name and Address)*:

Engineer Service Corporation
P.O. Box 23511,
Jacksonville, FL 32241

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

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

OWNER

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

BID

Bid Due Date: 01/06/2022
Description: PUMP STATION SCADA UPGRADES

BOND

Bond Number:
Date:
Penal sum Five Percent of Bid Amount (Words) $ 5% (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
Engineer Service Corporation (Seal)	Merchants Bonding Company (Mutual) (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Kelly Atkins	By:
Signature	Signature (Attach Power of Attorney)
Kelly Atkins	Robert T. Theus
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: Nick Orrech	Attest:
Signature	Signature
Title System Integrator	Title Corey Grice, Account Manager

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of January , 2022

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)	Proton Electric Service LLC 1751 W. 10th Street Riviera Beach, FL 33404	Electrical
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

(Add additional pages as needed.)

BIDDER: ENGINEER SERVICE CORPORATION

By: Kelly Atkins

Name: KELLY ATKINS

Title: PRESIDENT

Date: 1/6/2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHNEIDER, PATRICK J

PROTON ELECTRIC SERVICE LLC
1751 W 10TH ST
RIVIERA BEACH FL 33404

LICENSE NUMBER: EC13004310

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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:

	Cost
1. Trench Safety Act Compliance	$ 1000.00
2. Special Shoring	$ 500.00

Identify method of compliance for Item #1: FOLLOW TRENCH SAFETY ACT ON ALL EXCAVATION THAT EXCEEDS A DEPTH OF 5FT

Identify or attach a copy of Special Shoring Requirements for Item #2: IF ANY SHALL BE BASED ON SQUARE FT OF THE SHORING REQUIRED

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: ENGINEER SERVICE CORPORATION

By: Kelly Atkins

Name: KELLY ATKINS

Title: PRESIDENT

Sworn to and subscribed before me this 6 day of JANUARY, 2022.

Richard Orlando Gregg
Notary Public

My Commission Expires: 4/04/2024

Notary Public State of Florida
Richard Orlando Gregg
My Commission GG 959987
Expires 04/04/2024

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: ENGINEER SERVICE CORPORATION

   Address: P.O. BOX 23511 JACKSONVILLE FL 32241

2. **SUBMITTED TO:** VILLAGE OF PALM SPRING FLORIDA

3. **SUBMITTED FOR:**

   Owner: VILLAGE OF PALM SPRINGS FLORIDA

   Project Name: PUMP STATION SCADA UPGRADES BID NO. 2022B-003

   TYPE OF WORK: PUMP STATION UPGRADES

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: KELLY ATKINS

   Title: PRESIDENT

   Phone: 904-268-0482

   Email: KATKINS@ESCSCADA.COM

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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: 12/2/1974

Executive Officers:

- President: KELLY ATKINS
- Vice President(s): ALVA ATKINS
- Treasurer: CHARLENE ATKINS
- Secretary: CHARLENE ATKINS

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☐ 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: BUILDING CONTRATORS

License Number: CBCA05721

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: STATE OF FLORIDA

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: MERCHANTS BONDING COMPANY

Address: 166 E. LIBERTY ST.

WOOSTER, OH 44691

Bonding Agent: CECIL W. POWELL

Address: 219 N. NEWNAN ST

JACKSONVILLE, FLORIDA 32203

Contact Name: BOB THEUS

Phone: 904-256-0094

Aggregate Bonding Capacity: 3.5 Million

Available Bonding Capacity as of date of this submittal: 3.5 million

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*NOTE: AN AFFIDAVIT WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: WELLS FARGO BANK

Address: 12222 SAN JOSE BLVD

JACKSONVILLE FLORIDA 32223

Account Manager: CYNTHIA MATHIS

Phone: 904-367-5740

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

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.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: RICK ORSECH

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. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. NONE

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. NONE

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):

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1.1 SAFETY POLICY

Your company name here has established this written safety program in accordance with OSHA Regulations. It is our policy to provide a safe and healthful workplace for our employees, to observe all State and Federal Laws and Regulations and to provide an environment as free as possible from recognized hazards. We have and will continue to maintain and implement a comprehensive employee Injury and Illness Prevention Program (IIPP).

Incident prevention is our goal. This safety program is designed to train our employees to follow safe practices and to recognize and correct unsafe working conditions. We are always working towards improvement. Safety is a part of each employee's job. Active participation and adherence to the Safety Program is a condition of each employee's employment. No employee is required to work at a job that he or she knows is not safe; therefore, we must work to make every workplace safe by detecting and correcting unsafe working conditions as well as the detection of unsafe work practices.

The main objectives of Your company name here's Safety Program are:

- To protect people (employees, and others), property, and the environment from potential hazards
- To provide a flexible, uniform policy of safety management consistent with the requirements of the government safety, health, and environmental regulations
- To establish and maintain an effective Injury and Illness Prevention Program involving all levels of the organization including managers, supervisors, and employees
- To cooperate and assist clients, customers, and others involved in the work area to maintain a safe and healthful workplace

It is our goal to completely eliminate accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

If a job cannot be performed safely, it must not be done until it can be done safely.

KELLY ATKINS	Kelly Atkins	1/1/2021
President	Signature	Date
Rick Orsech	Rick Orsech	1/1/2021
Safety Program Administrator	Signature	Date
Manager	Signature	Date
Human Resources	Signature	Date

CLICKSAFETY®

certifies that

RICK ORSECH

has successfully completed

OSHA 10 General Industry

and has earned 1 IACET CEUs and 10.3 Contact Hours.

This course was developed and presented by ClickSafety.com, Inc.

AUTHORIZED IACET PROVIDER

I confirm that I personally took the course listed above.

18269639	7/23/2016	10.25 HOURS	
SERIAL NUMBER	COMPLETION DATE	COURSE DURATION	STUDENT SIGNATURE

As an Authorized OSHA Outreach Training Provider, ClickSafety verifies that this OSHA Outreach Training course was conducted in accordance with OSHA Outreach Training Program requirements. ClickSafety will document this class to the OSHA Authorizing Training Organization. Upon successful review of the documentation, ClickSafety will provide each student their DOL OSHA card within 90 days of the completion date of the OSHA course.

18269639

Certificate of Completion

Marvin Orsech

has successfully completed

Construction Fall Protection
OSHA 1926 Subpart M Training
Tested On: Mar 12, 2020

HRS/CEU/CME: 2.0/0.2/2.0

certificate number
57CE3F00-64AC-11EA-95C6-0050568D5CA3

Trained & Tested at:
www.ComplianceTrainingOnline.com

compliance training ONLINE
a division of KRIST INCORPORATED

CTO

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2022	EMR	93
YEAR	2021	EMR	92
YEAR	2020	EMR	92
YEAR	2019	EMR	92
YEAR	2018	EMR	92

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2021	TRFR	0
YEAR	2020	TRFR	0
YEAR	2019	TRFR	0
YEAR	2018	TRFR	0
YEAR	2017	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2021	TOTAL NUMBER OF MAN-HOURS	2,000
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	2,000
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	2,000
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	2,000
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	2,000

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2021	DART	0
YEAR	2020	DART	0
YEAR	2019	DART	0
YEAR	2018	DART	0
YEAR	2017	DART	0

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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

NAME OF ORGANIZATION: ENGINEER SERVICE CORPORSTION

BY: KELLY ATKINS Kelly Atkins

TITLE: PRESIDENT

DATED: 1/06/2000

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6 DAY OF JANUARY, 2022

NOTARY PUBLIC - STATE OF FLORIDA Richard Orlando Gregg

MY COMMISSION EXPIRES: 4/4/2024

Notary Public State of Florida
Richard Orlando Gregg
My Commission GG 959987
Expires 04/04/2024

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 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.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
POTABLE WATER REMOTE TERMINAL UNITS CITY OF NICEVILLE FLORIDA	Name: LONNIE DONALDSON Address: 206 PARTIN DR. NICEVILLE, FL 32578 Telephone: 850-200-5650	Name: N/A Company: Telephone:	11/22/2021	BUILD AND INSTALL REMOTE TELEMTRY UNIT	IN PROGRES	$105,000.00
MODERNIZE EQ BASIN PUMP CONTROLS WWTP	Name: EFRAYIM BEN-AVRAHM Address: 421 STEPHEN DOUGLAS ST HUNTER ARMY AIRFIELD, GA 31409 Telephone:	Name: Company: Telephone:	10/21/21	BUILD, INSTALL, PROGRAM VFD AND CONTROL PANELS	IN PROGRESS	$64,950.00
Duplex pump control panel and RTU	Name: Lonnie Donaldson Address: 206 Partin Dr Niceville, fl 32578 Telephone:	Name: Company: Telephone:	12/21/21	Control panel and rtu install and program	In progress	$39,900.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

EJCDC® C-451, Qualifications Statement.
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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
Scada System Improvements VOPS RFP-No. 2017R-004	Name: Dave Burgin Address: 226 Cypress Lane Palm springs, fl 33461 Telephone: 561-676-2729	Name: Douglas Hammann, P.E Company: Eckler Engineering, Inc. Telephone: 954-510-4700	October 19,2017 Sept 2018 completed	New Lift station rtu's	completed	$590,800
Water, Wastewater and Reuse Scada system upgrade Hinesville Ga	Name: Robert Norby ESC Operations Address: Telephone: 912-271-1247	Name: Matt Barrow P.E Company: P.C. Simonton & Assoc Telephone: 912-368-5212	October 2017- April 2018	Replace Obsolete Scada system with new hard-ware at 43 Liftstations	completed	$425,800
Toho Water Authority Wireless Ethernet RTU's	Name: John Craven Address: 951 Martin luther king blvd Kissimmee, FL 34741 Telephone: 407-944-5087	Name: N/A Company: Telephone:	January 25,2017 - January 4,2022	Build and deliver Wireless Remote Telemety units	Completed	$434,375.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Work Van	2016	Used	$28,000
Work SUV	2017	Used	$25,300
Hand Tools			$10,000
Test Equipment			$7500

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2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 465672

Entity Name: ENGINEER SERVICE CORPORATION.

FILED
Feb 19, 2021
Secretary of State
2705407679CC

Current Principal Place of Business:

2950 HALCYON LANE
SUITE 601
JACKSONVILLE, FL 32223

Current Mailing Address:

P.O. BOX 23511
JACKSONVILLE, FL 32241

FEI Number: 59-1590951

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ATKINS, KELLY H
2950 HALCYON LANE
SUITE 601
JACKSONVILLE, FL 32223 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KELLY H. ATKINS 02/19/2021

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP
Name	ATKINS, ALVA C., JR.
Address	13080 MANDARIN ROAD
City-State-Zip:	JACKSONVILLE FL

Title	ST
Name	ATKINS, CHARLENE A.
Address	13080 MANDARIN ROAD
City-State-Zip:	JACKSONVILLE FL

Title	PRESIDENT
Name	ATKINS, KELLY H
Address	2950 HALCYON LANE SUITE 601
City-State-Zip:	JACKSONVILLE FL 32223

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KELLY ATKINS PRESIDENT 02/19/2021

Electronic Signature of Signing Officer/Director Detail — Date

CURRICULUM VITAE

KELLY H. ATKINS PRESIDENT

13118 Rivergate Lane

Jacksonville, Florida 32223

katkins@escscada.com

EDUCATION

University of North Florida 1982-1988

Jacksonville, FL

Bachelor of Business Administration

EXPERIENCE:

Jan 2018 - Present Engineer Service Corporation, President

Jul 1999 – Jan 2018: Engineer Service Corporation, Office Administrator

Jacksonville, FL

Responsibilities include supervision of daily office management and all tasks for operations, including accounts receivables and accounts payables and payroll. Worked with multiple vendors securing materials and negotiating pricing. Responsible for job estimating and bidding municipal bid opportunities. Providing coordination with customers for equipment procurement, repairs and on-site service technical support.

Jan 1990- Jul 1999: Stay at home mother

May 1984 - Dec 1989 Bank of America Teller/ Management trainee

CURRICULUM VITAE

ALVA C. ATKINS

13080 Mandarin Road
Jacksonville, Florida 32223
(904) 268-0482
acatins@escscada.com

EDUCATION

UNIVERSITY OF FLORIDA 1961-1965

Gainesville, Florida
Industrial & Systems Engineering, MBA

PROFESSIONAL EXPERIENCE

February 1974 - Present: Engineer Service Corporation
Jacksonville, Florida

VICE-PRESIDENT

Formed Engineer Service Corporation in 1974 to design and market SCADA Systems to the Water, Wastewater and Electric Utility industry. Has personally participated in over 65 SCADA projects utilizing over 6,000 Remote Terminal site in Florida, Georgia, South Carolina and Maryland. Responsibilities have included complete systems design, assembly, installation, start-up and maintenance and service of the systems.

6-71 to 1-73: Engineer Sales Company
Sales Engineer
ST. Petersburg, FL
Marketing and sales of SCADA Systems to City and County Governments.

7-65 to 6-71: McGraw –Edison Power Systems Division
Apparatus Engineer
Miami, FL and Atlanta, GA.

Provided technical assistance and expertise to Sales Engineers in Florida and Georgia for the application and installation of high voltage switchgear, transformers, capacitors, protective equipment and supervisory control systems including power-line carrier on electric utility

transmission and distribution systems. Presented Technical papers at industry conferences and association meetings.

PROFESSIONAL ASSOCIATIONS

Institute of Electrical & Electronic Engineers
Florida Engineering Society
Water Environmental Federation
American Water Works Association – Lifetime Member
Florida Pollution Control Association
Florida Water and Pollution Control Operators Assoc.
ISA International Society of Automation

LICENSES

Certified Building Contractor - State of Florida

CURRICULUM VITAE

MARVIN R. ORSECH, E.I. SR. PROJECT MANAGER

2690 Joe Ashton Road

St. Augustine, FL 32092

rorsech@escscada.com

EDUCATION

Advanced Aviation Electronics Maint USN

Total Quality Management Leader USN

Supply and Maint. Material Mgt. USN

Occupational Safety & Health USN

Intellution, Boston, Mass

FIX32/IFIX Basic MMI Software Systems School

Control Microsystems Inc., Kanata, Ontario, Canada

RTU Hardware, SCADAPack PLC's, SmartWire RTU's, SCADAPack100 PLC's, Allen Bradley PLC's

TelePace Relay Ladder Logic Programming

Ctools Software Programming

SCADALog Data Logging Software Programming

ClearSCADA HMI Software School

Trihedral, Bedford, Nova Scotia, Canada

VTSCADA Level 1 System Integration Training

RSLogix/Studio 5000 Programming

University of Florida 1994-1998

Gainesville, FL

Environmental Engineering, BSENE cum laude

SPECIAL HONORS:

Tau Beta Pi Engineering National Honor Society

EXPERIENCE:

July 1999 – Present: Engineer Service Corporation, SR. PROJECT MANAGER

Jacksonville, FL

SCADA System implementation, service and support including the following components:

- HMI Graphics Software System development
  - Intellution FIX32/IFIX HMI Systems,
  - Intouch Wonderware HMI Systems
  - Trihedral VTScada HMI Systems
  - FactoryTalk ME/SE
  - Automation Direct Cmore
  - Maple Systems EZware
- Controllers
  - Schneider Electric SCADAPack series
  - Allen Bradley/Rockwell MicroLogix, CompactLogix, ControlLogix
- PLC Programming
  - Studio 5000 Ladder, Function Block Diagram, Sequential Function Chart
  - Schneider Electric Telepace Studio
  - Automation Direct DIrectSoft
- Communication systems:
  - CalAmp Guardian
  - MDS Transnet 900, 9810, iNet

Project management, sales, and customer service

July 1975 – 1994: United States Navy, Aviation Electronics Senior Chief

Anti-submarine warfare (ASW) air crew.

Maintenance technician for ASW aircraft data, sensor and flight electronics.

Quality assurance inspector.

Leading chief for overseas operations and intelligence center

CURRICULUM VITAE

RICHARD O. GREGG SENIOR PROJECT MANAGER

234 Deerfield Glen Drive

St. Augustine, FL 32086

rgregg@escscada.com

EDUCATION

Basic Electricity & Electronics	USN
Basic Soldering	USN
FFG-7 Level II Maintenance Tech	USN

IFIX Basic HMI Software Systems School

Wonderware HMI Software School

VTSCADA HMI Software Level 1 System Integration Training

VTSCADA HMI Software Advanced Scripting Training

SCADAPack PLC's, SmartWire RTU's, SCADAPack100 PLC's

TelePace Relay Ladder Logic Programming

SCADALog Data Logging Software Programming

ClearSCADA HMI Software School

Modicon Micro984

Modsoft Relay Ladder Logic

Proworx32 Relay Ladder Logic

Allen Bradley/Rockwell

Micrologix 1100, 1400

RSLogix500 & RSLogix5000 Relay Ladder Logic

EXPERIENCE

September 1991 - Present: Engineer Service Corporation, Senior SCADA Systems Integration Specialist, Jacksonville, FL

SCADA System implementation, project management, sales and customer service including the following components:

- HMI Graphics Software System development

  Intellution FIX32/IFIX HMI Systems,

  Intouch Wonderware HMI Systems

  Trihedral VTScada HMI Systems

  Control Microsystems ClearSCADA HMI Systems

- Remote Terminal Units

  Control Microsystems SCADAPack PLC's, SmartWire RTU's, SCADAPack100 PLC's

  Modicon 984 PLC's

  MicroLogix Rockwell/Allen Bradley PLC's

- Relay Ladder Logic development
- LAN & WAN Systems
- Communication systems:

  VHF/ UHF, 900 MHz Multiple Address Systems, 900 MHz Spread Spectrum radio frequency Systems,

- RF propagation analysis and computer modeling

1-90 to 2-91: Vericom Systems, Inc. Electronics Technician, Tulsa, Ok

Troubleshoot and repair to component level VSR Series Remote Terminal Unit PC boards.

3-89 to 1-90: Bath Iron Works, Bath, Me

Electrical & Electronics Installation Technician aboard new US Navy Frigates and Destroyers

1-80 to 3-89: United States Navy, Mayport, FL

Sonar Technician, Honorable Discharge

PROFESSIONAL ASSOCIATIONS

ISA International Society of Automation

Notary Public

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
N/A					

(Signed) Kelley Adams

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The VILLAGE OF PALM SPRINGS FLORIDA, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Pump Station SCADA Upgrades**," the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of DUVAL

KELLY ATKINS, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is PRESIDENT (officer's title) of ENGINEER SERVICE CORPORATION (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) Kelly Atkins

KELLY ATKINS

Subscribed and sworn to before me
this 6 day of JANUARY, 2022

Richard Orlando Gregg

Notary Public

My commission expires 4/4/2024

Notary Public State of Florida
Richard Orlando Gregg
My Commission GG 959987
Expires 04/04/2024

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that ENGINEER SERVICE CORPORATION (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."

Kelly Ottaviano
Authorized Signature

JANUARY 6, 2022
Date Signed

State of: FLORIDA

County of: DUVAL

Sworn to and subscribed before me this 6 day of JANUARY, 2022

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

Richard Orlando Gregg
Signature of Notary

My Commission Expires 4/4/2024

Notary Public State of Florida
Richard Orlando Gregg
My Commission GG 959987
Expires 04/04/2024

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 DUVAL

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

1. The business address of ENGINEER SERVICE CORPORATION
(firm name of Bidder/Contractor)

is 2950 HALCYON LANE UNIT 601 JACKSONVILLE FLORIDA 32223.

2. My relationship to ENGINEER SERVICE CORPORATION
(firm name of Bidder/Contractor)

is 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.

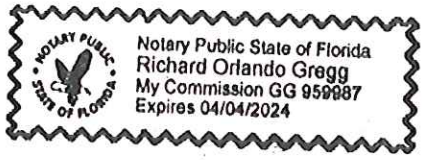
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

Kelly Ottens
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 6 day of JANUARY, 2022.

Richard Orlando Gregg
Notary Public

4/4/2024
My commission expires



(affix seal)

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, KELLY ATKINS, on behalf of ENGINEER SERVICE CORPORATION (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By: Kelly Atkins
Name: KELLY ATKINS
Title: PRESIDENT
Date: 01/05/2022

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was sworn to (or affirmed) and subscribed before this 5 day of January, 2022, by Kelly Atkins, who is the President of Engineer Service Corporation, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC Richard Orlando Gregg
Printed Name of Notary Richard Orlando Gregg
My Commission expires: 4/4/2024

Notary Public State of Florida
Richard Orlando Gregg
My Commission GG 959987
Expires 04/04/2024

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

Pump Station SCADA Upgrades

Bid No.: 2022B - 003
Addendum No. 1
December 28, 2021

BIDS DUE: 2:00 PM, Local Time, January 6, 2022

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 **Pump Station SCADA Upgrades** fully and completely as if the same were fully set forth herein.

A. QUESTIONS FROM BIDDERS

1. **Question**: Commerce Controls, Inc. requests acceptance as Process Instrumentation and Controls subcontractor.

   Response: The bid documents do not provide for Pre-Bid approvals. Per Specification Section 00200 – Instructions to Bidders, page 5, Article 11.02, determination of "or equal" or substitution request will be done post-Bid.

2. **Question**: At the G-Star PS, please verify the existing equipment rack can be reused with the new pump control panel.

   Response: Contractor shall use existing rack.

3. **Question:** At the G-Star PS, how far from the control panel can the antenna tower be placed?

   Response: The antenna tower shall be placed within five (5) feet of the control panel or at a distance that allows reliable signal transmission.

4. **Question:** At the G-Stat PS, on which side of the control panel do you want the emergency power receptacle to be placed?

Response: Refer to Control Panel Front Elevation on E-20 for guidance.

5. **Question:** At the Mercurio PS, the equipment rack is low profile. Mounting the new control panel on it would result in the panel bottom being very close to the ground. Please verify reuse of the existing equipment rack.

   Response: If the existing equipment rack is too low to allow 24-inch of clearance between the bottom on the new control panel and grade, then a new rack should be provided following Detail 600A on ED-01.

6. **Question**: At the Mercurio PS, on which side of the control panel do you want the emergency power receptacle to be placed?

Response: Refer to Control Panel Front Elevation on E-20 for guidance.

7. **Question:** At the Price St PS, please verify that the new control panel and RTU are to be mounted onto the single concrete post supporting the existing control panel.

Response: New control panel and RTU shall be mounted on existing concrete post.

8. **Question:** At the Price St PS, the concrete pad is broken where the drawings show the antenna tower to be anchored. How do you wish to proceed?

   Response: Antenna shall be located where the drawings indicate. Any issues with the integrity of the concrete will be addressed during construction.

9. **Question:** Section 13725 4.01 B. Are Ground Fault Monitors to be added to existing control panels that do not have them?

Response: Yes

10. **Question:** Requesting if Engineer can confirm if new software for VT SCADA, or a Tagcount upgrade to existing, is to be provided. If so, identify what the tag-count on the new provision is, and shall be.

    Response: Existing VT SCADA Software licenses include runtime and development capabilities and a 25,000 I/O Tag Count. Existing software shall be used per Specifications Section 13711 – Existing SCADA System Modifications, page 3, Articles 4.01 and 4.02.

11. **Question:** Regarding the upcoming bid for the Pump Station SCADA Upgrades Project, the specification for Cementitious Coating in Section 09900 "Protective Coatings", Page 5, Paragraph 2.02 B. AND Page 15, Paragraph 3.09 N. shown below, is incorrect. This cannot be bid by a subcontractor as it is written. The product specified does not exist as it is currently named and described. The "Thoroseal" product brand was discontinued. BASF no

longer manufacturers products of this kind/type.

Response: Thoroseal was sold by BASF to MasterBuilders. As a result, MasterSeal 581 has replaced Thoroseal and shall be utilized.

B. SPECIFICATIONS

1. None.

Receipt acknowledged and conditions agreed to the 6 day of January, 2021.

Engineer Service Corp _____ Kelly Atkins _____

Bidder By

END OF ADDENDUM

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

Pump Station SCADA Upgrades

Addendum No. 2

January 5, 2022

BIDS DUE: 2:00 PM, Local Time, *January 13, 2022*

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Pump Station SCADA Upgrades** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. None

IN THE BID ADVERTISEMENT

1. Postponed bid due date from January 6, 2022 to January 13, 2022 at 2:00 PM.

Receipt acknowledged and conditions agreed to the 6 day of January, 2022.

Engineers Service Corp — Bidder

Kelly Atkins — By

Tabulation Sheet

Agency Name Village of Palm Springs

Bid Number ITB-2022B-003-0-2022/KW

Bid Name Pump Station Station SCADA Upgrades

Bid Due Date 01/13/2022 14:00:00 Eastern

Bid Opening **Closed**

5 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	Engineer Service Corporation	01/13/2022 10:44:16 Eastern	2950 Halcyon ln unit 601, Jacksonville, FL, 32223	$400700.0000	0.0000	Small Business, Woman Owned	Form 00400, 00410 - Bid Checklist and Submittal Form 00430 - Bid Bond Form 00431 - Tabulation of Subcontractors Form 00440 - Florida Trench Safety Act Form 00451 - Qualifications Statement Form 00452 - Bidder's Statement of Disputes Form 00453 - Non-Collusion Affidavit Form 00454 - Drug-Free Workplace Form 00455 - Public Entity Crimes Form 00456 - Scrutinized Companies Signed Copy of All Addenda Affidavit from Bonding Company Current Insurance Certificate Business License/GC License Conflict of Interest Form Notification of Public Records Law Supplemental Forms	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ◆ ◆ ◆
2 .	General Control Systems	01/13/2022 12:42:02 Eastern	3520 Airport Rd, Lakeland, FL, 33811	$577215.0000	0.0000		Form 00430 - Bid Bond Form 00400, 00410 - Bid Checklist and Submittal Form 00431 - Tabulation of Subcontractors Form 00440 - Florida Trench Safety Act Form 00451 - Qualifications Statement Form 00452 - Bidder's Statement of Disputes Form 00453 - Non-Collusion Affidavit Form 00454 - Drug-Free Workplace Form 00455 - Public Entity Crimes Form 00456 - Scrutinized Companies Signed Copy of All Addenda Affidavit from Bonding Company Current Insurance Certificate Business License/GC License Conflict of Interest Form Notification of Public Records Law Supplemental Forms	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
3 .	Hinterland Group Inc.	01/13/2022 13:48:35 Eastern	2501 W Blue Heron Blvd., Riviera Beach, FL, 33404	$822800.0000	0.0000		Form 00400, 00410 - Bid Checklist and Submittal Form 00430 - Bid Bond Form 00431 - Tabulation of Subcontractors Form 00440 - Florida Trench Safety Act Form 00451 - Qualifications Statement Form 00452 - Bidder's Statement of Disputes Form 00453 - Non-Collusion Affidavit	✓ ✓ ✓ ✓ ✓ ✓

							Form 00454 - Drug-Free Workplace Form 00455 - Public Entity Crimes Form 00456 - Scrutinized Companies Signed Copy of All Addenda Affidavit from Bonding Company Current Insurance Certificate Business License/GC License Conflict of Interest Form Notification of Public Records Law Supplemental Forms	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
4 .	Revere Control Systems, Inc.	01/13/2022 13:50:46 Eastern	3810 Drane Field Road #7, Lakeland, FL, 33813	$945310.0000	0.0000		Form 00430 - Bid Bond Form 00400, 00410 - Bid Checklist and Submittal Form 00431 - Tabulation of Subcontractors Form 00440 - Florida Trench Safety Act Form 00451 - Qualifications Statement Form 00452 - Bidder's Statement of Disputes Form 00453 - Non-Collusion Affidavit Form 00454 - Drug-Free Workplace Form 00455 - Public Entity Crimes Form 00456 - Scrutinized Companies Signed Copy of All Addenda Affidavit from Bonding Company Current Insurance Certificate Business License/GC License Conflict of Interest Form Notification of Public Records Law Supplemental Forms	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
5 .	TLC Diversified, Inc.	01/13/2022 13:45:22 Eastern	2719 17th Street East, Palmetto, FL, 34221	$1135000.0000	0.0000		Form 00400, 00410 - Bid Checklist and Submittal Form 00430 - Bid Bond Form 00431 - Tabulation of Subcontractors Form 00440 - Florida Trench Safety Act Form 00451 - Qualifications Statement Form 00452 - Bidder's Statement of Disputes Form 00453 - Non-Collusion Affidavit Form 00454 - Drug-Free Workplace Form 00455 - Public Entity Crimes Form 00456 - Scrutinized Companies Signed Copy of All Addenda Affidavit from Bonding Company Current Insurance Certificate Business License/GC License Conflict of Interest Form Notification of Public Records Law Supplemental Forms	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

ITB NO. 2022B-003
PUMP STATION SCADA UPGRADES

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Pump Station SCADA Upgrades** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **January 6th, 2022**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **January 6th, 2022, at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment, and material for Pump Station SCADA Upgrades as described by the Drawings and Specifications. Generally, the work includes the implementation of Supervisory Control and Data Acquisition (SCADA) systems at fourteen (14) pump stations, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. 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. ***All Proposers are advised to closely examine the request for Proposals documents*.**

Invitation to Bid documents are available beginning **November 18th, 2021**. 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) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 584-8430.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2022B-003, PUMP STATION SCADA UPGRADES".**

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 P.M. Bidding Documents are available on your preferred media device as a Compact Disc or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in- person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **December 15th, 2021 at 2:00 P.M.** Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

Non-Mandatory Pre-Bid Conference

Participants can use their telephone or computer mic & speakers (VoIP).
United States: +1 (562)247-8422 ID#: 818-924-802
Registration URL
https://attendee.gotowebinar.com/register/866579408840411919 Web # 972-890-035

Bid Opening

Participants can use their telephone or computer mic & speakers (VoIP).
United States +1 (562)247-8422 ID#: 612-693-706
Registration URL
https://attendee.gotowebinar.com/register/8051497569728811023 Web Id # 895-072-547

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **December 27th, 2021** at **5:00 PM** local time.

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.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **November 18th, 2021**

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

Pump Station SCADA Upgrades

Bid No.: 2022B - 003
Addendum No. 1
December 28, 2021

BIDS DUE: 2:00 PM, Local Time, January 6, 2022

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 **Pump Station SCADA Upgrades** fully and completely as if the same were fully set forth herein.

A. QUESTIONS FROM BIDDERS

1. **Question**: Commerce Controls, Inc. requests acceptance as Process Instrumentation and Controls subcontractor.

   Response: The bid documents do not provide for Pre-Bid approvals. Per Specification Section 00200 – Instructions to Bidders, page 5, Article 11.02, determination of "or equal" or substitution request will be done post-Bid.

2. **Question**: At the G-Star PS, please verify the existing equipment rack can be reused with the new pump control panel.

   Response: Contractor shall use existing rack.

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   Response: The antenna tower shall be placed within five (5) feet of the control panel or at a distance that allows reliable signal transmission.

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   Response: If the existing equipment rack is too low to allow 24-inch of clearance between the bottom on the new control panel and grade, then a new rack should be provided following Detail 600A on ED-01.

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    Response: Existing VT SCADA Software licenses include runtime and development capabilities and a 25,000 I/O Tag Count. Existing software shall be used per Specifications Section 13711 – Existing SCADA System Modifications, page 3, Articles 4.01 and 4.02.

11. **Question:** Regarding the upcoming bid for the Pump Station SCADA Upgrades Project, the specification for Cementitious Coating in Section 09900 “Protective Coatings”, Page 5, Paragraph 2.02 B. AND Page 15, Paragraph 3.09 N. shown below, is incorrect. This cannot be bid by a subcontractor as it is written. The product specified does not exist as it is currently named and described. The “Thoroseal” product brand was discontinued. BASF no

longer manufacturers products of this kind/type.

Response: Thoroseal was sold by BASF to MasterBuilders. As a result, MasterSeal 581 has replaced Thoroseal and shall be utilized.

B. SPECIFICATIONS

1. None.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2021.

_____ _____

Bidder By

END OF ADDENDUM

Pump Station SCADA Upgrades
Addendum No. 2
January 5, 2022

BIDS DUE: 2:00 PM, Local Time, *January 13, 2022*

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **Pump Station SCADA Upgrades** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. None

IN THE BID ADVERTISEMENT

1. Postponed bid due date from January 6, 2022 to January 13, 2022 at 2:00 PM.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2022.

_____ _____

Bidder By

BID DOCUMENTS

CONTRACT DOCUMENTS

PUMP STATION SCADA UPGRADES

FOR THE

VILLAGE OF PALM SPRINGS, FLORIDA

CITY OFFICIALS

BEV SMITH	MAYOR
GARY M. READY	VICE MAYOR
DOUG GUNTHER	MAYOR PRO TEM
JONI BRINKMAN	COUNCIL MEMBER
PATTI WALKER	COUNCIL MEMBER
MICHAEL BORNSTEIN	INTERIM VILLAGE MANAGER

Sunshine State One Call 811

CALL 811 OR WWW.SUNSHINE811.COM TWO FULL BUSINESS DAYS BEFORE DIGGING TO HAVE UTILITIES LOCATED AND MARKED.

CHECK POSITIVE RESPONSE CODES BEFORE YOU DIG!

FOR INFORMATION REGARDING THIS PROJECT CONTACT :

ECKLER ENGINEERING, INC.

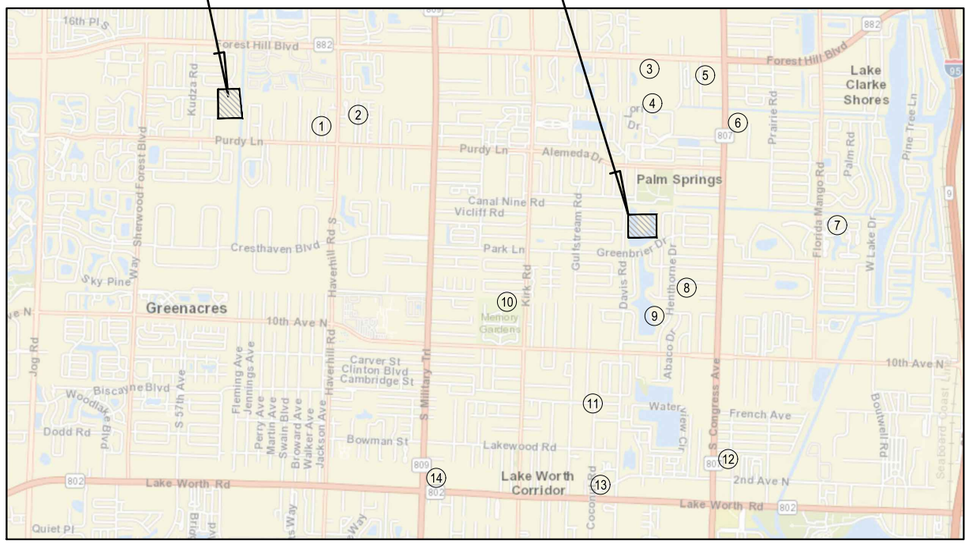
4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803

DOUGLAS K. HAMMANN, P.E. 50589
GENERAL, PROCESS AND ELECTRICAL

BID NUMBER: 2022B-003

DWG NO.	SHEET
1	G-00
OF	PROJ. NO.
34	400-084.01
DATE	
NOVEMBER 1, 2021	

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-00; Plotted @: 11/4/2021 2:00:35 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Design Milestone: BID DOCUMENTS



PROJECT LOCATION MAP

N.T.S.

SITE NUMBER	SITE NAME	ADDRESS
①	PRETTY LANE (PS-14)	2210 PRETTY LANE
②	HAVERHILL COURTS (PS-15)	2085 HAVERHILL COURT
③	SCHOOL BOARD (PS-40)	3300 FOREST HILL BLVD
④	FAIRVIEW (PS-23)	1876 FAIRVIEW VILLAS DRIVE
⑤	PADRONE BROS (PS-59)	3092 FOREST HILL BLVD
⑥	G-STAR (PS-PR)	2030 S. CONGRESS AVENUE
⑦	WELLESLY (PS-24)	8111 NORTHBORO COURT
⑧	REX COURT (PS-18)	3102 REX COURT
⑨	HENTHORNE (PS-27)	153 HENTHORNE DRIVE
⑩	MEMORY GARDENS (PS-PR)	3041 KIRK ROAD
⑪	MERCURIO DR (PS-43)	3800 MERCURIO DR
⑫	CONGRESS AVE (PS-PR)	3678 S. CONGRESS AVENUE
⑬	SONS OF ITALY (PS-48)	3595 2ND AVENUE NORTH
⑭	PRICE STREET (PS-PR)	24 N PRICE ST

INDEX TO DRAWINGS

DWG NO.		TOTAL DWGS	DRAWING	DESCRIPTION
			GENERAL	
1	OF	34	G-00	COVER SHEET
2	OF	34	G-01	PROJECT LOCATION MAP AND INDEX TO DRAWINGS
3	OF	34	G-02	GENERAL NOTES AND ABBREVIATIONS
4	OF	34	G-03	PROCESS AND INSTRUMENTATION LEGENDS (SHEET 1)
5	OF	34	G-04	PROCESS AND INSTRUMENTATION LEGENDS (SHEET 2)
6	OF	34	G-05	PROJECT LOCATION MAP (SHEET 1)
7	OF	34	G-06	PROJECT LOCATION MAP (SHEET 2)
8	OF	34	G-07	PROJECT LOCATION MAP (SHEET 3)
9	OF	34	G-08	PROJECT LOCATION MAP (SHEET 4)
			INSTRUMENTATION	
10	OF	34	I-01	DUPLEX SUBMERSIBLE PUMP STATIONS (CONSTANT SPEED)
11	OF	34	ID-01	STANDARD DETAILS - INSTRUMENTATION AND CONTROLS
			ELECTRIC	
12	OF	34	E-01	ELECTRICAL NOTES AND LEGENDS
13	OF	34	E-02	NETWORK COMMUNICATIONS DIAGRAM (SHEET 1)
14	OF	34	E-03	NETWORK COMMUNICATIONS DIAGRAM (SHEET 2)
15	OF	34	E-04	NETWORK COMMUNICATIONS DIAGRAM (SHEET 3)
16	OF	34	E-05	PRETTY LANE PUMP STATION (PS-14)
17	OF	34	E-06	HAVERHILL COURTS PUMP STATION (PS-15)
18	OF	34	E-07	SCHOOL BOARD PUMP STATION (PS-40)
19	OF	34	E-08	FAIRVIEW PUMP STATION (PS-23)
20	OF	34	E-09	PADRONE BROS. PUMP STATION (PS-59)
21	OF	34	E-10	G-STAR PUMP STATION (PS-PR)
22	OF	34	E-11	WELLESLY PUMP STATION (PS-24)
23	OF	34	E-12	REX AVENUE PUMP STATION (PS-18)
24	OF	34	E-13	HENTHORNE PUMP STATION (PS-27)
25	OF	34	E-14	MEMORY GARDENS PUMP STATION (PS-PR)
26	OF	34	E-15	MERCURIO PUMP STATION (PS-PR)
27	OF	34	E-16	CONGRESS AVENUE PUMP STATION (PS-PR)
28	OF	34	E-17	PRICE ST PUMP STATION (PS-PR)
29	OF	34	E-18	SONS OF ITALY PUMP STATION (PS-48)
30	OF	34	E-19	STANDARD RTU FOR DUPLEX WASTEWATER PUMP STATION
31	OF	34	E-20	CONTROL PANEL SCHEDULE ELEVATION
32	OF	34	E-21	CONTROL PANEL SCHEMATICS
33	OF	34	ED-01	STANDARD DETAILS - ELECTRICAL
34	OF	34	ED-02	STANDARD DETAILS - ELECTRICAL

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1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

PROJECT LOCATION MAP AND INDEX TO DRAWINGS

DWG NO. 2 OF 34
SHEET G-01
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-01.dwg; Plotted @: 11/4/2021 2:00:39 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

GENERAL NOTES

1) ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE:
   - FLORIDA BUILDING CODE - 2020, 7TH EDITION
   - NATIONAL ELECTRICAL CODE 2017
   - VILLAGE OF PALM SPRINGS
   - DEPARTMENT OF TRANSPORTATION
   - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   - PALM BEACH COUNTY HEALTH DEPARTMENT
   - AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE
2) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
3) ALL ELEVATIONS ON THE DRAWINGS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS NOTED OTHERWISE.
4) THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A UTILITY LOCATION SERVICE SUCH AS "SUNSHINE STATE ONE CALL OF FLA, INC." AT (800) 432-4770 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
5) EXISTING UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
6) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
7) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
9) THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE EXISTING SYSTEMS ALL AS SHOWN ON THE DRAWINGS. THE COST FOR THIS WORK AND FOR THE ACTUAL CONNECTION TO THE EXISTING SYSTEMS SHALL BE INCLUDED IN THE BID PRICE FOR THE PROJECT AND SHALL NOT RESULT IN ANY ADDITIONAL COST TO THE OWNER.
10) CONTRACTOR MUST PROVIDE FOR AND MAINTAIN ADEQUATE ACCESS AT ALL TIMES TO ALL BUSINESSES AND RESIDENCES AFFECTED BY PROGRESS OF THE WORK.
11) PROJECT SITE SAFETY:
   A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
   B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
   C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.

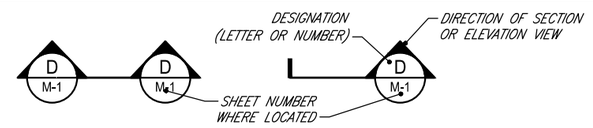
GENERAL LEGEND

R/W	R/W LINE
	PROPERTY LINE OR LOT LINE
	CENTERLINE
X X	*NEW FENCE LINE*
	EXISTING FENCE LINE (METAL)
	EXISTING FENCE LINE (WOOD)
X X	EXISTING FENCE LINE (CHAIN LINK)
EL EL	EASEMENT LINE
	SECTION LINE
℄ 17+00	CENTERLINE & PROJECT BASELINE W/ STATIONING
LOT 15 BLOCK 5 1030	ADDRESS NUMBER W/ LOT & BLOCK NUMBERS
B-1	BORING LOCATION & DESIGNATION
16.40 16.40	EXISTING SPOT ELEVATION
+10.25	PROPOSED SPOT ELEVATION
84 84	COORDINATE CALLOUT NUMBER
16	EXISTING CONTOUR LINE
16	PROPOSED CONTOUR LINE
BE	EXISTING BURIED ELEC CONDUIT W/ JUNCTION BOX
24"SS	EXISTING STORM SEWER, CATCH BASIN AND MANHOLE
50'–24"RCP	NEW STORM SEWER W/ LENGTH, SIZE & PIPE MATERIAL
INLET A TYPE C–4	NEW CATCH BASIN W/ DESIGNATION
MH–34	NEW MANHOLE WI/ DESIGNATION
OW	OVERHEAD WIRE
FD. P.C.P. BM-46 EL.=13.44 STA. 12+73.10	BENCH MARK & DATA
A C-11	DIRECTION OF ELEVATION VIEW AND PHOTO DESIGNATION (LOCATION PHOTO TAKEN FROM)

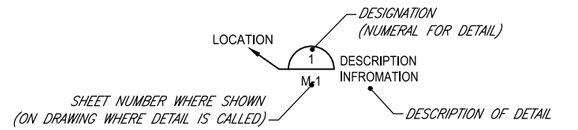
ABBREVIATIONS

ADDIT	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
ALTN	ALTERNATE
ALUM	ALUMINUM
APPROX	APPROXIMATELY
ASPH	ASPHALT
ASSY	ASSEMBLY
AUX	AUXILIARY
BFP	BACKFLOW PREVENTOR
BOT	BOTTOM
BV (OR) BFV	BUTTERFLY VALVE
CBS	CONCRETE BLOCK STRUCTURE
CCW	COUNTER CLOCKWISE
CI	CAST IRON
CJT	CONTRACTION JOINT
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CONT	CONTINUOUS OR CONTINUATION
COR	CORNER
CPLG	COUPLING
CTRD	CENTERED
CV	CHECK VALVE
CW	CLOCKWISE
CY	CUBIC YARDS
DBL	DOUBLE
D	DEPTH
DI	DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL
DIP	DUCTILE IRON PIPE
DISTR	DISTRIBUTION
DWG(S)	DRAWING(S)
EA	EACH
EF	EACH FACE
EL	ELEVATION
EOW	EDGE OF WATER
ELEC	ELECTRICAL
EQ SP	EQUALLY SPACED
EQUP	EQUIPMENT
EQUIP MFRS	EQUIPMENT MANUFACTURER(S)
EXPAN	EXPANSION
EXTEN	EXTENSION
EW	EACH WAY
EXIST	EXISTING
FF	FINISH FLOOR
FIN	FINISH
FLG	FLANGE
FM	FORCE MAIN
FTG	FOOTING
GALV	GALVANIZED
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
GR	GRADE
H	HEIGHT
HK	HOOK
HN&WA	HEX NUT & WASHER
HORIZ	HORIZONTAL
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
INF	INFLUENT
INV EL	INVERT ELEVATION
JT	JOINT
LBS	POUNDS
LG	LONG
LWL	LOW WATER LEVEL
MAX	MAXIMUM
MECH	MECHANICAL
MEG	MATCH EXISTING GRADE
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MW	MONITORING WELL
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPNG(S)	OPENING(S)
OPP	OPPOSITE
PE	PLAIN END
PJF	PREMOLDED JOINT FILLER
PL	PLATE
PLCS	PLACES
PS	PUMP STATION
PR	PAIR
R (OR) RAD	RADIUS
RED	REDUCER
REINF	REINFORCING
REQD	REQUIRED
REST	RESTRAINED
R/W	RIGHT OF WAY
SAN	SANITARY
S/A	SUPPLY AIR
SCH	SCHEDULE
SF	SQUARE FOOT
SNGL	SINGLE
SQ	SQUARE
SS	STORM SEWER
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
STY	STORY
SUPPT	SUPPORT
SV	SOLENOID VALVE
SW	SIDEWALK
SWD	SIDE WALL DEPTH
SWTP	SURFACE WATER TREATMENT PLANT
SYS	SYSTEM
T/	TOP OF
T/A	TRANSFER AIR
T&B	TOP AND BOTTOM
TEMP	TEMPERATURE
THK	THICK
TOB	TOP OF BANK
TOE	BOTTOM OF BANK
TOS	TOE OF SLOPE
TRD(S)	TREAD(S)
TU	TREATMENT UNIT
TYP	TYPICAL
VERT	VERTICAL
VPS	VACUUM PUMP STATION
VSS	VACUUM SEWER SYSTEM
W	WIDTH
W/	WITH
WM	WATER MAIN

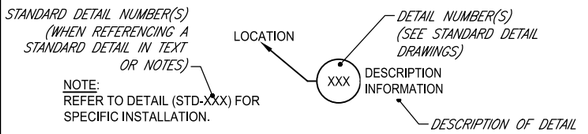
SECTION AND DETAIL DESIGNATION



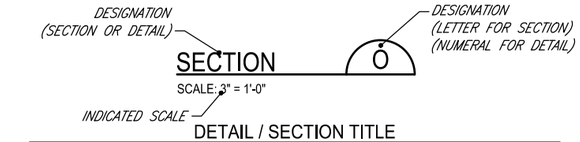
SECTION INDICATOR



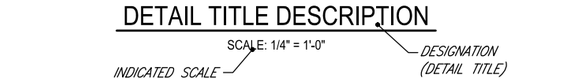
NON-STANDARD DETAIL DESIGNATION



STANDARD DETAIL DESIGNATION(S)

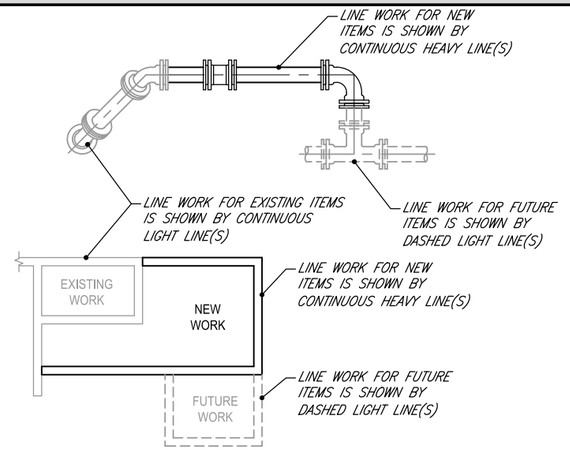


DETAIL / SECTION TITLE



VIEW / DETAIL TITLE

EXISTING, NEW AND FUTURE DESIGNATION



THIS CONVENTION APPLIES TO ALL WORK DISCIPLINES. (CIVIL, ARCHITECTURAL MECHANICAL, INSTRUMENTATION & CONTROL AND ELECTRICAL)

ECKLER ENGINEERING, INC.
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CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

GENERAL NOTES AND ABBREVIATIONS

DWG NO.	3
SHEET	G-02
OF	34
PROJ. NO.	400-084.01
DATE	NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-02-MULTI.dwg; Plotted @: 11/4/2021 2:00:52 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

PROCESS & INSTRUMENTATION

INSTRUMENT NUMBERING LEGEND

FIRST DIGIT (X) UNIT PROCESS NUMBER	SECOND DIGIT (Y) LOOP NUMBER	THIRD DIGIT FUNCTION
14 - PRETTY LANE PS	1 - UNIT1 2 - UNIT 2 3 - UNIT 3 4 - UNIT 4	ADDITIONAL SEQUENTIAL NUMBERING FOR CONVENIENCE (AS APPLICABLE)
15 - HAVERHILL COURTS PS		
02 - WOODLANDS PS		
40 - SCHOOL BOARD PS		
23 - FAIRVIEW PS		
59 - PADRONE BROS PS		
PR - MOBIL PS		
PR - G-STAR PS		
24- WELLESLY PS		
07 - ANIMAL CLINIC PS		
18 - REX COURT PS		
27 - HENTHORNE PS		
PR - MEMORY GARDENS PS		
06 - FOUNTAIN VIEW PS		
43 - MERCURIO DRIVE PS		
PR- CONGRESS AVENUE PS		
PR - PRICE STREET PS		
48 - SONS OF ITALY PS		

MEANINGS OF IDENTIFICATION LETTERS

	FIRST LETTERS		SUCCEEDING LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	BURNER, COMBUSTION		USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
C	CONDUCTIVITY	CHECK		CONTROL	(CLOSED)
D	DENSITY (MASS) OR SPECIFIC GRAVITY	DIFFERENTIAL			
E	VOLTAGE (EMF)		SENSOR (PRIMARY ELEMENT)		
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGING (DIMENSIONAL)		GLASS, VIEW DEVICE		
H	HAND (MANUAL)				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME OR TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT		LOW
M	MOISTURE	MOMENTARY			MIDDLE OR INTERMEDIATE
N	USER'S CHOICE	(NORMALLY)	USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
O	USER'S CHOICE		ORIFICE (RESTORATION)		OPEN
P	PRESSURE OR VACUUM		POINT (TEST CONN.)		
Q	QUANTITY OR EVENT	INTEGRATE OR TOTALIZE			
R	RADIATION		RECORD		
S	SPEED OR REQUENCY	SAFETY		SWITCH	
T	TEMPERATURE	TORQUE		TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER OR LOUVER	
W	WEIGHT OR FORCE		WELL		
X	UNCLASISIFIED	X AXIS	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
Y	EVENT, STATE OR PRESENCE	Y AXIS		RELAY OR COMPUTE	
Z	POSITION, DIMENSION	Z AXIS		DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT	

LINE NUMBERING SYSTEM

PIPING CLASS

SYMBOL	ANSI RATING	BASE MATERIAL	SYMBOL	ANSI RATING	BASE MATERIAL
A1	SCH 40 (THRD)	CARBON STL	S2	SCH 10(FLG)	304 SST
A2	SCH 40 (FLG)	CARBON STL	S3	SCH 10(THRD)	304 SST
C1	SCH 80	PVC	S4	SCH 10(THRD)	316 SST
D1	CLASS 350	DUCTILE IRON (3" - 12")			
D2	CLASS 250	DUCTILE IRON (14" - 36")			
D3	CLASS 53	DUCTILE IRON (ALL DIAMETERS FLANGED)			
P1		POLYETHYLENE			
F1		COPPER			
S1	SCH 10(FLG)	304 SST			

EXAMPLE: RW 12" A2 100 I

- SERVICE (SEE FLOW STREAM ID LEGEND)
- NOMINAL PIPE SIZE
- PIPING CLASS (SEE PIPING TABLE)
- LINE NUMBER
- INSULATION, NOTES, WHERE INCLUDED

INSTRUMENT IDENTIFICATION

	FIELD MOUNTED	PRIMARY LOCATION ACCESSIBLE TO OPERATOR OR FIELD PANEL MOUNTED	PRIMARY LOCATION INACCESSIBLE OR BEHIND PANEL	AUXILIARY LOCATION MAIN CONTROL ROOM	AUXILIARY LOCATION INACCESSIBLE OR BEHIND PANEL	UNDEFINED INTERLOCK LOGIC
DISCRETE INSTRUMENT	○	⊖	⊖	⊖	⊖	◇ I
SHARED DISPLAY, SHARED CONTROL	○	⊖	⊖	⊖	⊖	
COMPUTER FUNCTION	⬡	⬡	⬡	⬡	⬡	
PROGRAMMABLE LOGIC CONTROL	◇	◇	◇	◇	◇	

ABBREVIATIONS PROCESS

ACP	AREA CONTROL PANEL
AI	ANALOG INPUT
AO	ANALOG OUTPUT
BOP	BOTTOM OF PIPE
BOS	BOTTOM OF STEEL
CI	CAST IRON
CONC	CONCENTRIC
CS	CARBON STEEL
CW	CHAIN WHEEL
DI	DISCRETE INPUT
DO	DISCRETE OUTPUT
ECC	ECCENTRIC
EL	ELEVATION
EXIST	EXISTING
FC	FAIL CLOSED
FI	FAIL INTERMEDIATE
FL	FAIL LOCKED
FLG	FLANGE
FO	FAIL OPEN
FP	FIELD PANEL
HMI	HUMAN MACHINE INTERFACE
HP	HIGH PRESSURE
HOA	HAND/OFF/AUTO
IA	INSTRUMENT AIR
VFD	VARIABLE FREQUENCY DRIVE
LC	LOCKED CLOSED
LO	LOCKED OPEN
LLL	LOW PRESSURE CONDENSATE
LP	LOW PRESSURE
LT	LOW TEMPERATURE
MA	MANUAL/AUTO
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MCP	MAIN CONTROL PANEL
MIN	MINIMUM
MW	MANWAY
NC	NORMALLY CLOSED
NLL	NORMAL LIQUID LEVEL
NO	NORMALLY OPEN
OO	ON/OFF
ORR	ON/OFF/REMOTE
PLC	PROGRAMMABLE LOGIC CONTROLLER
GPM	GALLONS PER MINUTE
ORIF	ORIFICE
PDP	PRIMARY DISTRIBUTION PANEL
PE	PRESSURE END
PROP	PROPOSED
RED	REDUCER
SC	SAMPLE CONNECTION
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SCH	SCHEDULE
SD	SHUTDOWN
SP	SAMPLE POINT
SST	STAINLESS STEEL
STD	STANDARD
SV	SOLENOID VALVE
TYP	TYPICAL
UPS	UNINTERRUPTED POWER SUPPLY

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VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

PROCESS AND INSTRUMENTATION LEGENDS (SHEET 1)

DWG NO. 4 OF 34
SHEET G-03
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-02-MULTI.dwg; Plotted @: 11/4/2021 2:00:54 PM; Scale multiplier: 0,5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

PROCESS & INSTRUMENTATION LEGEND

VALVE SYMBOLS

- GATE N/O
- GATE N/C
- BALL N/O
- BALL N/C
- REDUCER (CONCENTRIC)
- REDUCER (ECCENTRIC)
- GLOBE
- VEE BALL
- BUTTERFLY
- OR PLUG
- SWING CHECK
- DIFFUSER (FLAPPER) CHECK
- VALVE W/ DIAPHRAGM ACTUATOR
- PRESSURE RELIEF VALVE
- PRESSURE SUSTAINING (INTERNAL TAP)
- PRESSURE SUSTAINING (EXTERNAL TAP)
- PRESSURE REDUCING
- KNIFE
- AIR RELEASE
- MOTOR OPERATED VALVE
- PINCH
- NEEDLE
- MUD
- BACKFLOW
- 2-WAY VALVE
- 3-WAY VALVE
- 4-WAY VALVE

VALVE ACTUATOR SYMBOLS

- DIAPHRAGM
- ELECTRICAL MOTOR
- SOLENOID
- PISTON
- LEVER
- HAND WHEEL
- CHAIN WHEEL

FLOW ELEMENT SYMBOLS

- ROTAMETER
- VENTURI (FE)
- FLOW ELEMENT (ORIFICE PLATE)
- FLOW METER (PROPELLER)
- FLOW METER (MAGNETIC)

GENERAL SYMBOLS

- DIAPHRAGM SEAL
- PE — PRESSURE SENSOR
- LEVEL (FLOAT)
- DIFFUSER
- WATER LEVER / SURFACE
- FLOAT SWITCH
- TILT FLOAT SWITCH
- SIGHT GLASS
- I — PANEL MOUNTED INTERLOCK (HARDWIRED)
- POWER (120 VOLT)
- RECEPTACLE
- (X) WIRING (IDENTIFIER)
- PROPOSED PANEL, PULL BOX, ELECTRICAL CABINET BOUNDARY
- SKID UNIT / EQUIPMENT BOUNDARY
- A — OR — A INTERCEPT EXISTING WIRING (SEE ELECTRICAL DRAWINGS)
- GENERATOR RECEPTACLE
- ASC — ADJUSTABLE SPEED CONTROL (ELECTRIC)
- VSD — VARIABLE SPEED CONTROL (MECHANICAL)
- VFD — VARIABLE FREQUENCY DRIVE
- LASER — NON-CONTACT LASER FLOW VELOCITY SENSOR
- M — REDUCER / MOTOR DRIVE UNIT
- ETHERNET MODEM — ETHERNET MODEM
- ETHERNET SWITCH — ETHERNET SWITCH
- INTERNET MODEM — INTERNET MODEM
- VPN ROUTER AND FIREWALL — VPN ROUTER AND FIREWALL
- RADIO / MODEM — ETHERNET (RADIO / MODEM)
- F/O | M — MEDIA CONVERTER FIBER OPTIC TO ETHERNET
- MCP-PLC — PLC MAIN CONTROL PANEL
- EH — ETHERNET HUB (SWITCH)
- INDUSTRIAL PC — COMPUTER TERMINAL
- KEYPAD
- ANTENNA
- BFP — BACKFLOW PREVENTER
- EXHAUST SILENCER
- ANTI-VORTEX PLATE
- MIXER
- FLOOR DRAIN
- FLEXIBLE HOSE
- INJECTION WELL
- H — HOSE CONNECTION
- F — FLUSHING CONNECTION
- S — SAMPLE POINT
- PROCESS FLUME
- STATIC MIXER
- AIR RELEASE VALVE (W/GAUGE AND W/O GAUGE)
- QUICK COUPLING HOSE CONNECTION
- THREADED HOSE CONNECTION
- BULKHEAD FITTING
- EMERGENCY EYEWASH / SHOWER HEAD
- EMERGENCY EYEWASH / SHOWER SIGNAL LIGHT
- SEPERATOR
- EDUCTOR
- WASTE CONTAINER
- AIR COMPRESSOR
- AC — INSTRUMENT AIR COMPRESSOR
- FILTER / REGULATOR
- BLOWER FAN
- UNION
- "Y" STRAINER
- "T" STRAINER
- FLANGE
- EXPANSION JOINT

PUMP SYMBOLS

- S — SUBMERSIBLE PUMP
- ROTARY GEAR PUMP
- CENTRIFUGAL PUMP FOOT MOUNTED
- CENTRIFUGAL PUMP RECEIVER MOUNTED
- GRINDER PUMP
- POSITIVE DISPLACEMENT PUMP
- VC — VERTICAL CANTILEVERED PUMP
- VT — VERTICAL TURBINE PUMP IN CAN
- VP — VERTICAL CENTRIFUGAL PUMP
- VT — VERTICAL TURBINE PUMP
- DOUBLE DIAPHRAGM PUMP (AIR OPERATED)
- M — DOUBLE DIAPHRAGM PUMP (ELECTRIC MOTOR OPERATED)
- CHEMICAL FEED PUMP (DIAPHRAGM)
- VAC FEED — VACUUM CHEMICAL DOSING UNIT
- M — PROGRESSIVE CAVITY PUMP

LINETYPE AND ANNOTATION SYMBOLS

PROPOSED	EXISTING	
		PRIMARY PROCESS LINE
		SECONDARY PROCESS LINE
		TERTIARY PROCESS LINE
		ELECTRICAL SIGNAL
A	A	ANALOG SIGNAL
V	V	VENDOR SUPPLIED CABLE
		PNEUMATIC LINE
		CAPILLARY TUBING
X	X	CAPILLARY TUBING
		COPPER TUBING
		HOSE
EN	EN	ETHERNET CABLE
FO	FO	FIBER OPTIC CABLE
120V,1Ø	120V,1Ø	120V POWER SUPPLY
480V,3Ø	480V,3Ø	480V POWER SUPPLY
		WIRING CONTINUATION

- P-XXX / PUMP — EQUIPMENT IDENTIFIER AND DESCRIPTION
- XX — PLC INPUT / OUTPUT TERMINAL (DI / DO)
- SLOPE LINE
- LINE CONTENTS | ID | REF. DWG. NO. | NOTE — LINE CONTINUATION IN OR OUT OF DRAWING
- LINE CONTINUATION TO PROCESS / STORAGE
- UP- / (EXISTING) — EXISTING UNIT PROCESS
- UP- / PROCESS / SHEET # — PROPOSED UNIT PROCESS

FUNCTION INDICATOR LEGEND

- STATUS LIGHT, PANEL MOUNTED
- AUDIBLE HORN
- PANEL MOUNTED DEVICE
- SUB PANEL MOUNTED DEVICE
- FIELD MOUNTED DEVICE
- COMPUTER FUNCTION
- PLC FUNCTION
- SHARED DISPLAY / CONTROL (OF COMPUTER OR PLC FUNCTION)
- LELT — LEVEL ELEMENT / TRANSMITTER (CAPACITANCE PROBE)
- LELT — LEVEL ELEMENT / TRANSMITTER (ULTRASONIC)
- LT / LE — LEVEL ELEMENT / TRANSMITTER (SUBMERSIBLE)
- AE / XX — PROBE: WHERE (XX) = pH = pH PROBE COND = CONDUCTIVITY PROBE

EQUIPMENT AND TANK LEGEND

- CHEM — CHEMICAL TANK
- CHEM — ROUND STORAGE TANK
- CHEM — CLOSED TOP TANK
- CHEM — OPEN TOP TANK
- TANK ID — BURIED / BELOW GRADE TANK

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
DR: R.PAEZ
CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

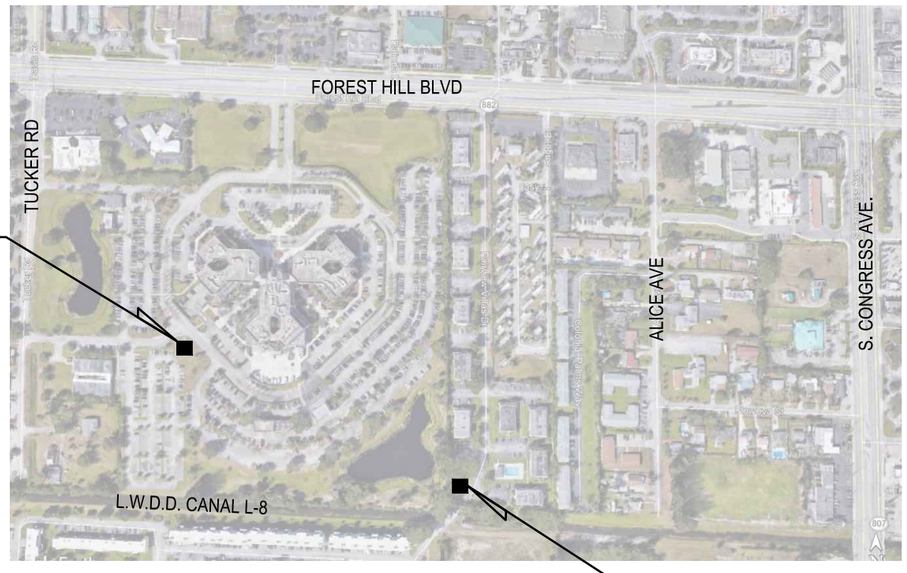
PROCESS AND INSTRUMENTATION LEGENDS (SHEET 2)

DWG NO. 5 OF 34
SHEET G-04
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

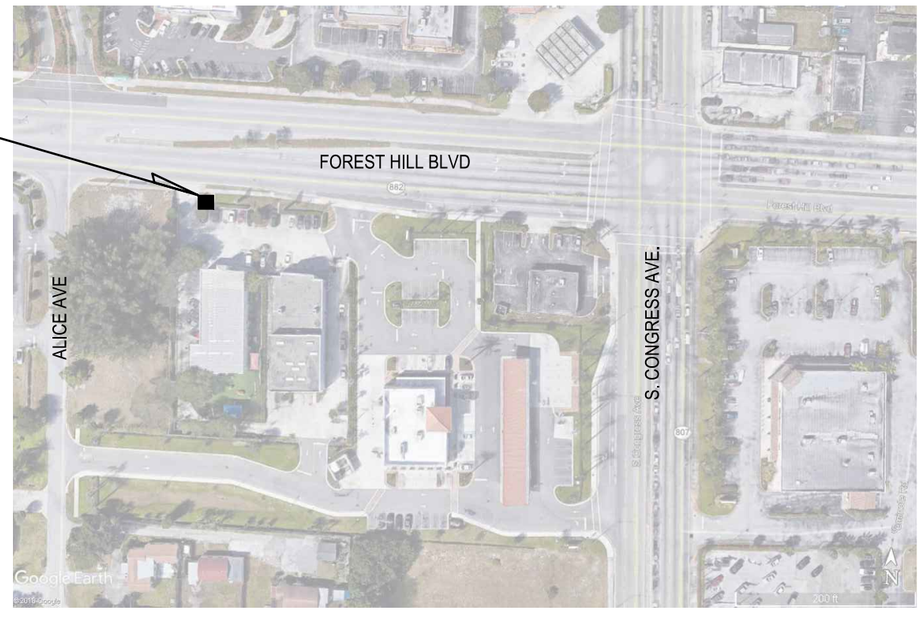
File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-02-MULTI.dwg; Plotted @: 11/4/2021 2:00:57 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

PRETTY LANE PUMP STATION (PS-14)

HAVERHILL COURTS PUMP STATION (PS-15)



SCHOOL BOARD PUMP STATION (PS-40) AND
FAIRVIEW PUMP STATION (PS-23)



PADRONE BROS. PUMP STATION (PS-59)

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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

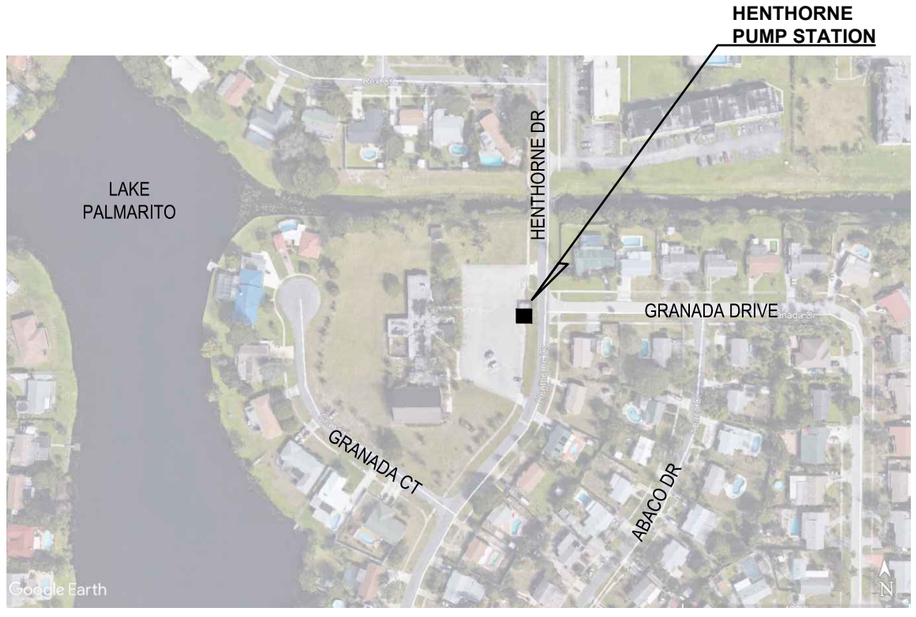
PROJECT LOCATION MAP
(SHEET 1)

DWG NO.	SHEET
6	G-05
OF 34	PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021	

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-05_MULTI.dwg; Plotted @: 11/4/2021 2:01:07 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

G-STAR PUMP STATION (PS-PR)

WELLESLEY PUMP STATION (PS-24)



HENTHORNE PUMP STATION (PS-27)

REX AVE. PUMP STATION (PS-PR)

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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

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APVD:	D.K.HAMMANN

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

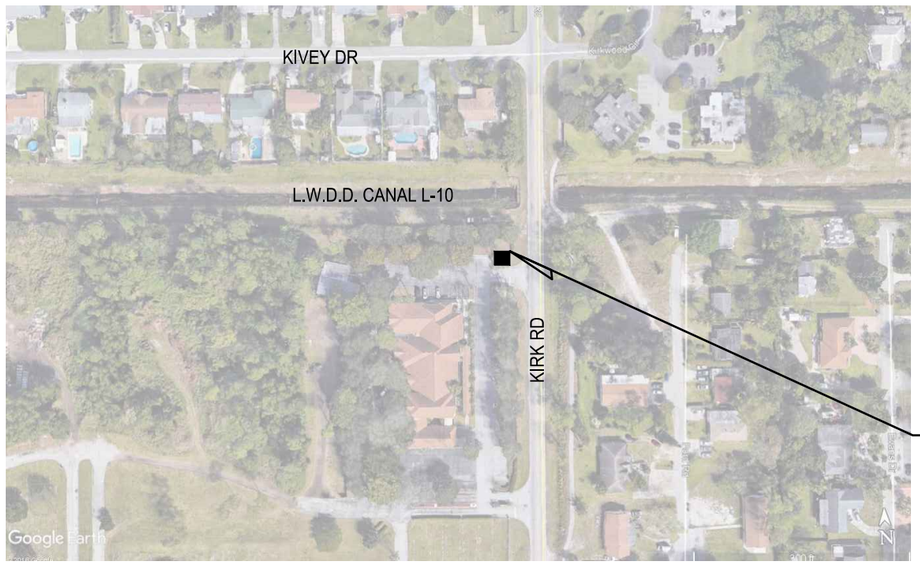
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

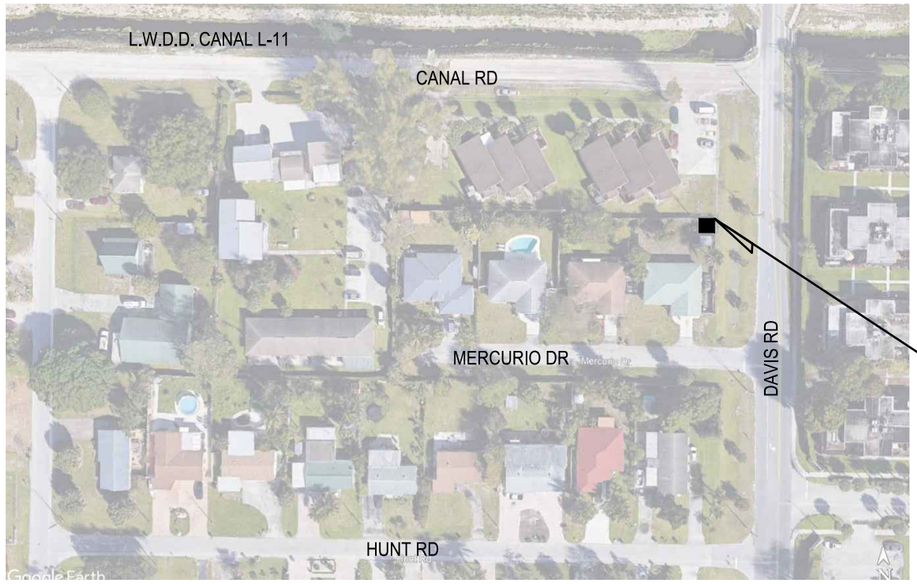
PROJECT LOCATION MAP
(SHEET 2)

DWG NO.	7
OF	34
SHEET	G-06
PROJ. NO.	400-084.01
DATE	NOVEMBER 1, 2021

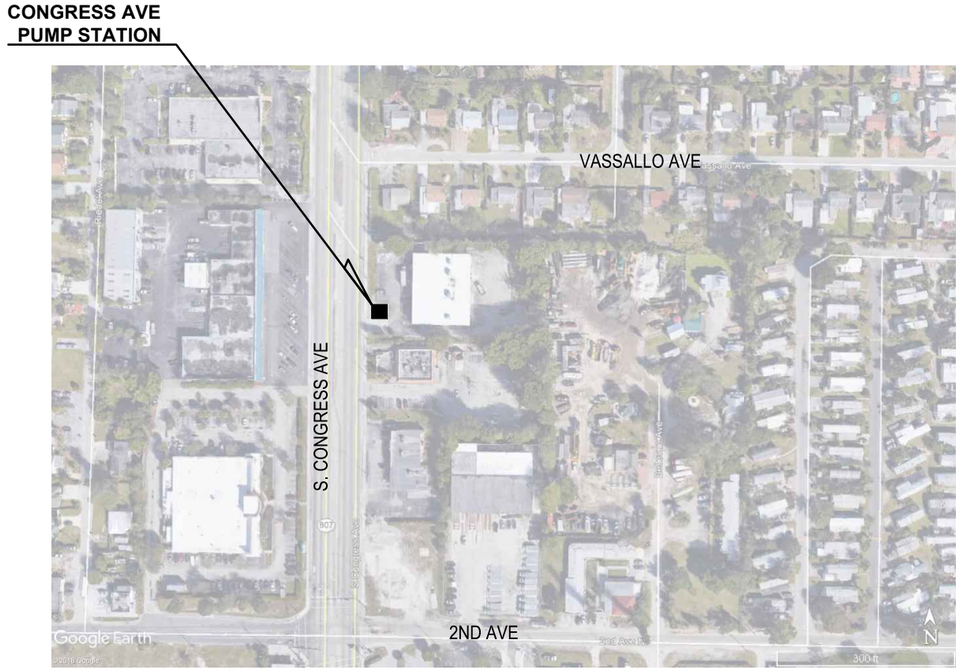
File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-05_MULTI.dwg; Plotted @: 11/4/2021 2:01:09 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



MEMORY GARDENS PUMP STATION (PS-PR)



MERCURIO PUMP STATION (PS-43)



CONGRESS PUMP STATION (PS-PR)

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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VILLAGE OF PALM SPRINGS

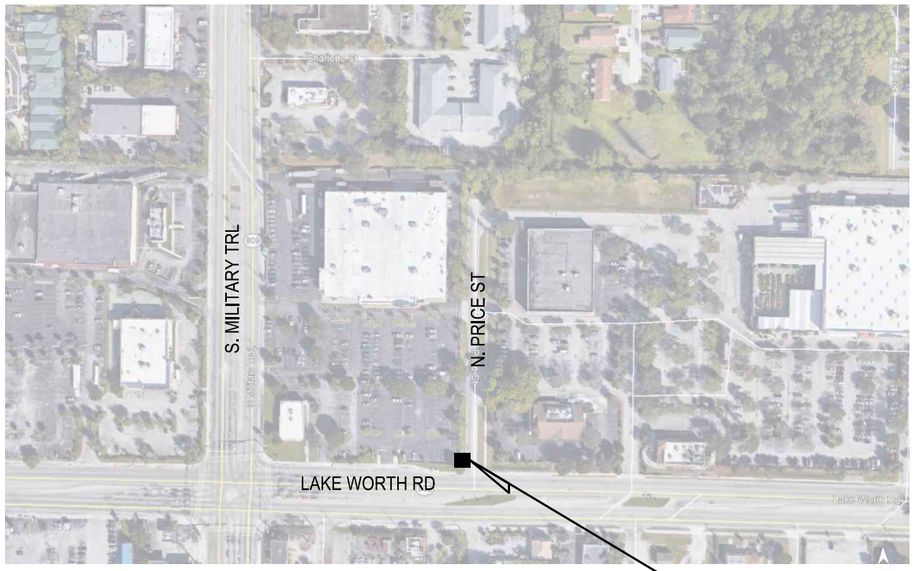
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

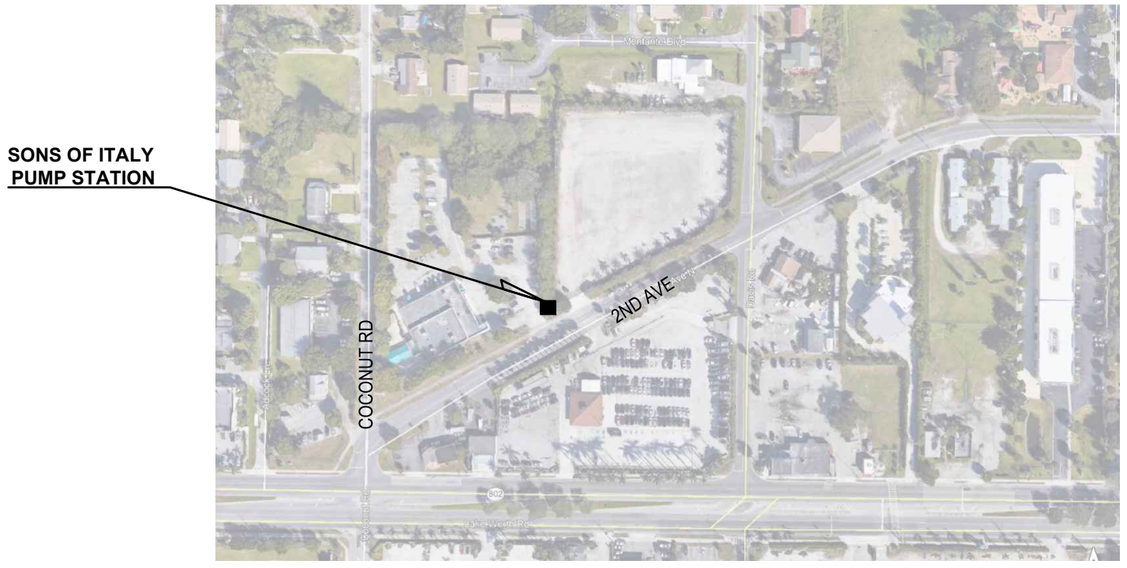
PROJECT LOCATION MAP
(SHEET 3)

DWG NO. 8 OF 34
SHEET G-07
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-05_MULTI.dwg; Plotted @: 11/4/2021 2:01:10 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



PRICE ST PUMP STATION (PS-PR)



SONS OF ITALY PUMP STATION (PS-48)

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

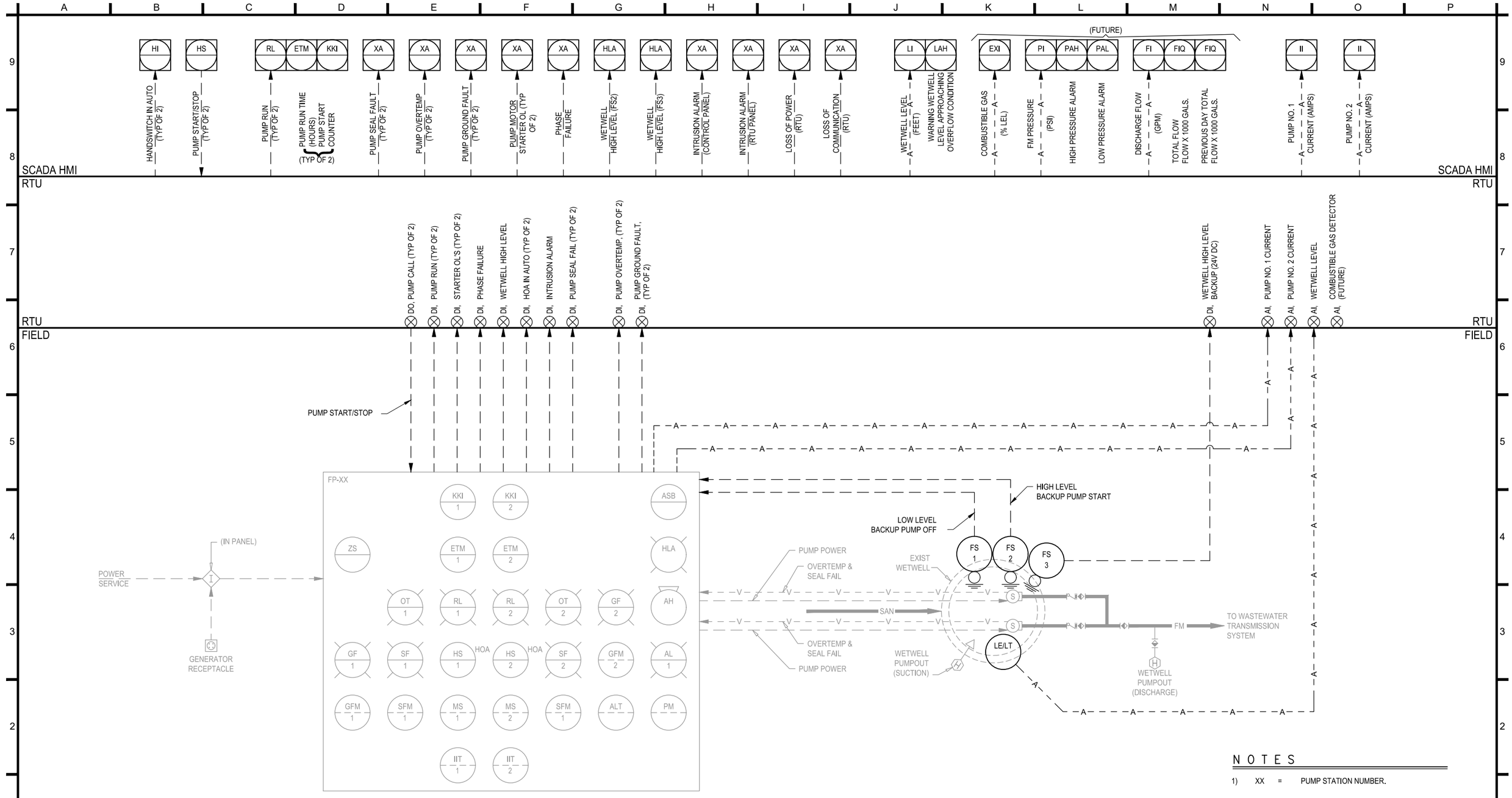
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

PROJECT LOCATION MAP (SHEET 4)

DWG NO. 9 OF 34
SHEET G-08
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_G-08_MULTI.dwg; Plotted @: 11/4/2021 2:01:20 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



NOTES

1) XX = PUMP STATION NUMBER.

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VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

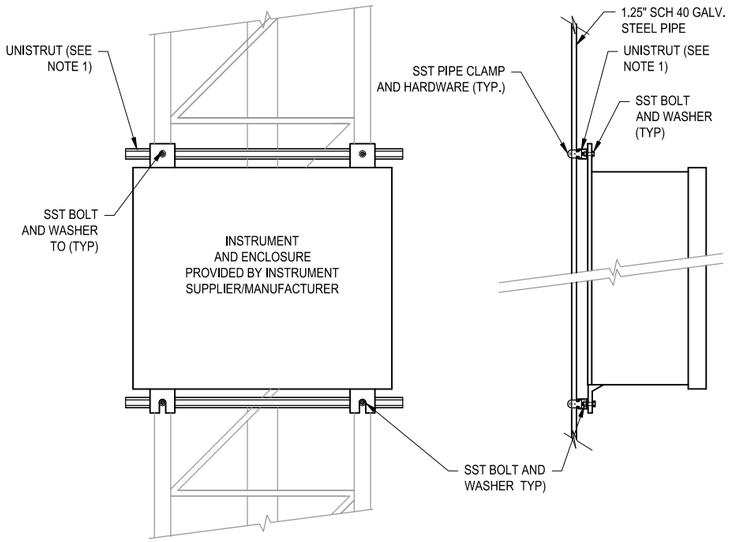
DUPLEX SUBMERSIBLE PUMP STATIONS (CONSTANT SPEED)

DWG NO.	10
OF	34
SHEET	I-01
PROJ. NO.	400-084.01
DATE	NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084,01_Pump Station SCADA Upgrades\01_Working\400-084,01_I-01_MULTI.dwg; Plotted @: 11/4/2021 2:01:31 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

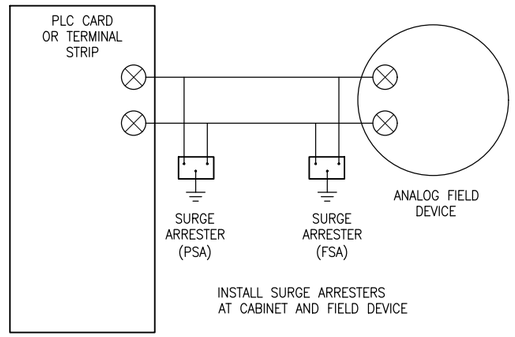
NOTES:

1) PROVIDE SST OR F.R.P. 1-5/8" UNISTRUT WITH SST BOLTS AND NUTS WHERE REQUIRED TO OFFSET INSTRUMENT MOUNT FROM WALL.



ANTENNA MOUNTED RTU INSTALLATION

507



FIELD INSTRUMENT LIGHTNING SURGE ARRESTER SYSTEM

530

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

STANDARD DETAILS - INSTRUMENTATION AND CONTROLS

DWG NO. 11 OF 34
SHEET ID-01
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_ID_01-MULTI.dwg; Plotted @: 11/4/2021 2:01:40 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

ELECTRICAL LEGEND

- RACEWAY EXPOSED
- RACEWAY CONCEALED
- LIGHTING RACEWAY EXPOSED
- LIGHTING RACEWAY CONCEALED
- RACEWAY TURNED UP / DOWN
- MOTOR (HP), WELL PUMP (HP)
- TRANSFORMER, WET / DRY
- FUSE
- CIRCUIT BREAKER
- CAPACITOR
- ON-OFF SWITCH
- LIGHTNING ARRESTOR
- DISCONNECT SWITCH
- GROUND SYMBOL
- CONTACT, NORMALLY OPEN, W/ NEMA SIZE INDICATED
- CONTACT, NORMALLY CLOSED, W/ NEMA SIZE INDICATED
- LEVEL SWITCH, FLOAT, SINGLE POLE SINGLE THROW
- LEVEL SWITCH, FLOAT, SINGLE POLE DOUBLE THROW
- PRESSURE SWITCH
- LIMIT SWITCH
- THERMAL SWITCH
- PILOT LIGHT
- HEATER
- ETM ELAPSE TIME METER
- SELECTOR SWITCH
- PUSH BUTTON
- RED. MAINTAINED BUTTON
- TIMING CONTACT
- FLOW SWITCH
- CR CONTROL RELAY, MOTOR
- ETHERNET SYMBOL
- BONDING
- GFW
- FROM THIS POINT
- STARTER, COMBINATION
- MS STARTER MANUAL
- S SOLENOID VALVE
- M MOTOR OPERATED VALVE

- LIGHT, SURFACE / WALL MOUNTED
- EMERGENCY LIGHT, WALL / CEILING MOUNTED
- LIGHT, WALL PACK
- EXIT LIGHT, WALL OR CEILING MOUNTED
- LIGHT FIXTURE, FLUORESCENT, HANGING / SURFACE MOUNTED
- LIGHT FIXTURE, FLUORESCENT, 2x4 LAY-IN GRID SYSTEM
- LIGHT FIXTURE, FLUORESCENT, 2x4 HANGING / SURFACE MOUNTED
- LIGHT, POLE MOUNTED
- PANELBOARD, ELECTRIC / LIGHTING
- METER CAN
- TRANSFORMER
- EXHAUST FAN, CEILING MOUNTED
- RECEPTACLE, SIMPLEX 14" A.F.F.
- RECEPTACLE, DUPLEX 14" A.F.F.
- RECEPTACLE, DUPLEX FLUSH W/ FLOOR
- RECEPTACLE, DUPLEX GFI
- RECEPTACLE, DUPLEX WEATHER PROOF
- RECEPTACLE, CEILING MOUNTED
- RECEPTACLE, QUAD
- RECEPTACLE, SPECIAL OUTLET AS REQUIRED
- SWITCH, SINGLE POLE, 48" A.F.F.
- SWITCH, TWO POLE, 48" A.F.F.
- SWITCH, THREE POLE, 48" A.F.F.
- TELEPHONE JACK
- JUNCTION BOX
- SMOKE DETECTOR
- CO CARBON MONOXIDE DETECTOR
- H HEAT DETECTOR
- GAS GAS DETECTOR
- H_2O FLOOD DETECTOR
- A-1,3 CIRCUIT TAG, PANELBOARD "A", CIRCUIT 1 & 3
- C01 CONDUIT TAG, REFER TO RISER OR ONE-LINE DIAGRAM
- C01 / C02 CONDUIT TAG, MULTIPLE RUNS, SHOW W/ SINGLE LINE FORMAT

AFF	ABOVE FINISHED FLOOR
AL	ALARM LIGHT
AS	AMP SWITCH
ATS	AUTOMATIC TRANSFER SWITCH
CB	CIRCUIT BREAKER
CCB	CONTROL CIRCUIT BREAKER
CPB	CONTROLS PULL BOX
CR	CONTROL RELAY
C&W	CONDUIT & WIRE
C/P	CONTROL PANEL
C/S	CONTROL STATION
DISC	DISCONNECT SWITCH
DPST	DOUBLE POLE SINGLE THROW
ETM	ELAPSED TIME METER
FT	FLOW TRANSMITTER
FIT	FLOW INDICATING TRANSMITTER
FOL1	FOLLOW 1 PUMP
FPB	FLUSH PULL BOX
FVNR	FULL VOLTAGE NON-REVERSING
FVR	FULL VOLTAGE REVERSING
FV,2S,2W	FULL VOLTAGE, 2 SPEED, 2 WINDING
GFI	GROUND FAULT INTERRUPTER
GST	GROUND STORAGE TANK
HOA	HOND-OFF-AUTO
HOR	HAND-OFF-REMOTE
IPB	INSTRUMENTATION PULL BOX
ISO	ISOLATOR
LA	LIGHTNING ARRESTOR
LC	LIGHTNING CONTRACTOR
LEAD	LEAD PUMP
LS	LEVEL SWITCH
M	MOTOR STARTER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CONTROL PANEL
MLO	MAIN LUG ONLY
OL	OVER LOAD RELAY
PB	PUSH BUTTON
PLC	PROGRAMMABLE LOGIC CONTROLLER
PM	PHASE MONITOR
PNLB	PANEL BOARD
PPB	POWER PULL BOX
PS	PRESSURE SWITCH
R,G,A	RED, GREEN, AMBER PILOT LIGHT
REC	RECORDER
RIC	RELAY INTERFACE CABINET
R/O	READ OUT
SC	SURGE CAPACITOR
SPB	SIGNAL PULL BOX
SS	SELECTOR SWITCH, 316 SST
TC	TIME CLOCK
TD	TIME DELAY
TH	THERMOSTAT
TOT	TOTALIZER
TS	TEST SWITCH
TX	TRANSFORMER
VJB	VIDEO JUNCTION BOX
W/P	WEATHER PROOF
WW	WIRE WAY
PL	PLATE
PLCS	PLACES
WM	WATER MAIN

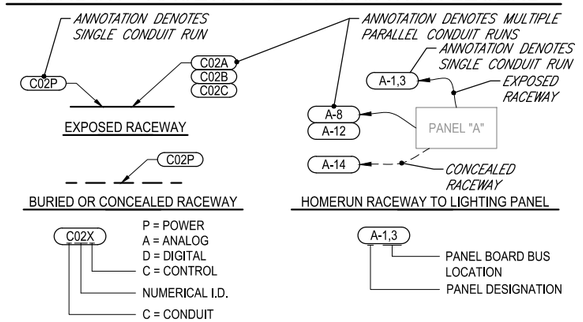
MATERIAL SCHEDULE

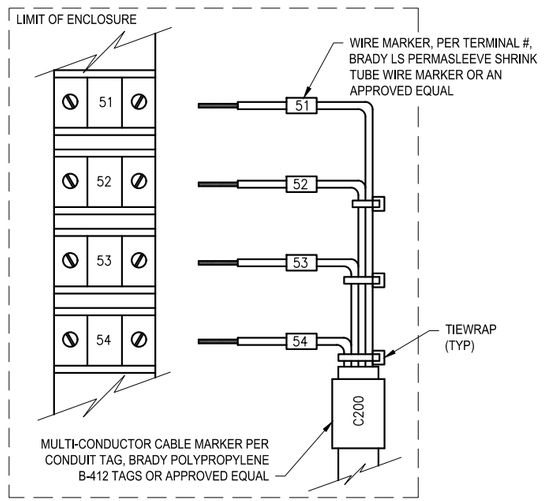
LOCATION	CONDUIT	ENCLOSURE MATERIALS	ENCLOSURE NEMA RATING	FASTENERS, STRUT, THREADED ROAD, ETC.	REMARKS
INTERIOR					
EXPOSED IN AIR CONDITIONED EQUIPMENT ROOMS	PVC SCH 80	PAINTED STEEL	1, GASKETED	GALVANIZED STEEL	
EXPOSED IN PUMP ROOMS, EQUIPMENT ROOMS, ETC. (NOT AIR CONDITIONED)	PVC SCH 80	316 STAINLESS STEEL	3R, MODIFIED NEMA 12	316 STAINLESS STEEL	
EXPOSED IN CHEMICAL ROOMS, ETC.	PVC SCH 80	FRP	4X	FRP	
CONCEALED IN OFFICES, CONTROL ROOMS, ATTICS, ETC.	ELECTRICAL METALLIC TUBING, GALVANIZED STEEL	PAINTED STEEL	1	GALVANIZED STEEL	
CONCEALED IN BLOCK WALLS, POURED CONCRETE WALLS, ETC.	PVC SCH 40	N/A	N/A	GALVANIZED STEEL	
EXTERIOR					
BELOW GRADE	PVC SCH 40	CONCRETE BOXES	N/A	316 STAINLESS STEEL	
ABOVE GRADE	PVC SCH 80	316 STAINLESS STEEL	4X	316 STAINLESS STEEL	(SEE NOTE 4)

GENERAL NOTES

1. THE SCHEDULE SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS, UNLESS OTHERWISE INDICATED BY THE DRAWINGS OR NOTED IN THE SPECIFICATIONS.
2. THE SCHEDULE SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND LIGHT POLES. THESE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE.
3. PVC COATED RGS WHERE NOTED OR INDICATED ON DRAWINGS.

CONDUIT / RACEWAY IDENTIFICATION LEGEND





TERMINATION EXAMPLE DETAIL

SCALE : N.T.S.

GENERAL ELECTRICAL NOTES

1) ALL PROPOSED AND MODIFIED CONDUITS AND WIRE SHALL BE LABELED PER STANDARD DETAILS.
2) THE CONTRACTOR SHALL VERIFY EXACT LOCATION OF ELECTRICAL ENCLOSURES AND CONDUIT ENTRANCES OF ALL EQUIPMENT AGAINST APPROVED SHOP DRAWINGS BEFORE STUBBING UP CONDUITS.
3) CONDUIT FOR FUTURE EQUIPMENT OR EXTENSION SHALL BE TERMINATED AS SHOWN IN DETAILS OR AS SPECIFIED. ALL EXPOSED CONDUIT STUB UPS SHALL BE CAPPED.
4) CONNECTION BETWEEN RIGID CONDUIT AND MOTOR TERMINAL BOX SHALL BE LIQUID-TIGHT FLEXIBLE METAL CONDUIT.
5) EXPOSED CONNECTIONS SHALL BE LIQUID-TIGHT FLEXIBLE METAL CONDUIT WITH APPROVED GROUNDING FITTINGS AND SHALL NOT EXCEED 30" IN LENGTH FOR 2" SIZE FITTINGS AND LARGER. MAXIMUM LENGTH OF 18" FOR SIZES 1" AND SMALLER.
6) CONDUITS TERMINATING AT SWITCHBOARD, MOTOR CONTROL CENTER, POWER PANELS, CONTROL CABINETS, ETC., SHALL BE EQUIPPED WITH A GROUNDING BUSHING 'OZ' TYPE 'GB' AND GROUNDED AS INDICATED ON DRAWINGS OR PER NEC SECTION ARTICLE 250.
7) EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH APPROVED SHOP DWG, ADJUSTMENT OR ALTERATIONS SHALL BE MADE WITH ENGINEERS APPROVAL.
8) MOTOR CONTROL CENTERS, SWITCHBOARDS, SWITCHGEAR AND ALL FREE STANDING PANELS SHALL BE SET ON CONCRETE HOUSEKEEPING PAD AS SHOWN IN DETAILS, UNLESS OTHERWISE INDICATED.
9) IN CASE OF INTERFERENCE BETWEEN ELECTRICAL EQUIPMENT SHOWN ON THE DRAWINGS AND OTHER EQUIPMENT OR CONFLICTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING AND THE ENGINEER SHALL REVIEW THE PROPOSED CHANGES BEFORE THEY ARE MADE.
10) ALL OUTDOOR DEVICES SHALL BE "IN-USE" WEATHERPROOF.
11) ALL RECEPTACLES IN OUTDOOR OR ANTICIPATED WET AREAS SHALL BE GROUND FAULT INTERRUPTER RECEPTACLES.
12) ALL RECEPTACLES SHALL BE MOUNTED 14" ABOVE FLOOR SURFACE UNLESS OTHERWISE INDICATED.
13) LOCATION OF PULLBOXES ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF PULL BOXES WITH MECHANICAL PIPING AND/OR OTHER SITE WORK. ANY FIELD ADJUSTMENTS SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
14) CONTRACTOR SHALL PROVIDE PULLBOXES WHERE THEY ARE REQUIRED TO MAKE A WORKABLE INSTALLATION WHETHER INDICATED BY DRAWINGS OR NOT.
15) SEE SPECIFICATIONS DIVISION 16 FOR ADDITIONAL NOTES AND REQUIREMENTS.
16) CONTRACTOR SHALL DUCT SEAL ALL ELECTRICAL CONDUITS ENTERING CONTROL PANELS, SWITCHBOARDS, PANEL BOARDS, SAFETY SWITCHES AND THE LIKE. DUCT SEAL SHALL ALSO BE APPLIED TO CONDUITS ENTERING CHEMICAL AREAS SUCH AS CHLORINE ROOMS AND THE LIKE TO PROHIBIT GAS MIGRATION TO OTHER AREAS. DUCT SEAL SHALL BE APPLIED TO CONDUITS AT BOTH ENDS. DUCT SHALL BE PUG DUCT SEAL BY GB ELECTRICAL OR EQUAL.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
DR: R.PAEZ
CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

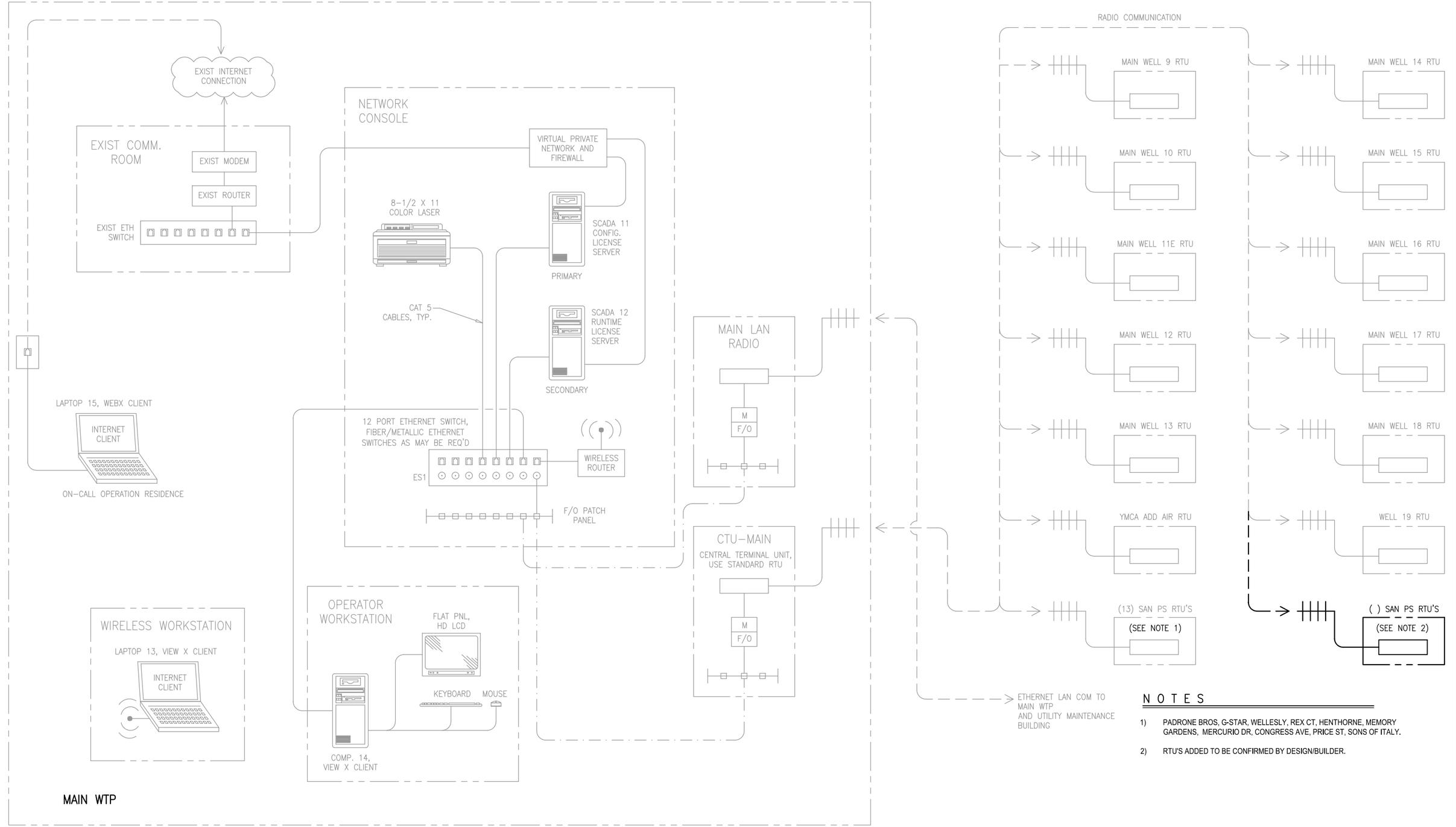
PUMP STATION SCADA UPGRADES

ELECTRICAL NOTES AND LEGENDS

BID NUMBER: 2022B-003

DWG NO. 12 OF 34
SHEET E-01
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-01.dwg; Plotted @: 11/4/2021 2:01:53 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



NOTES

1) PADRONE BROS, G-STAR, WELLESLY, REX CT, HENTHORNE, MEMORY GARDENS, MERCURIO DR, CONGRESS AVE, PRICE ST, SONS OF ITALY.

2) RTU'S ADDED TO BE CONFIRMED BY DESIGN/BUILDER.

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

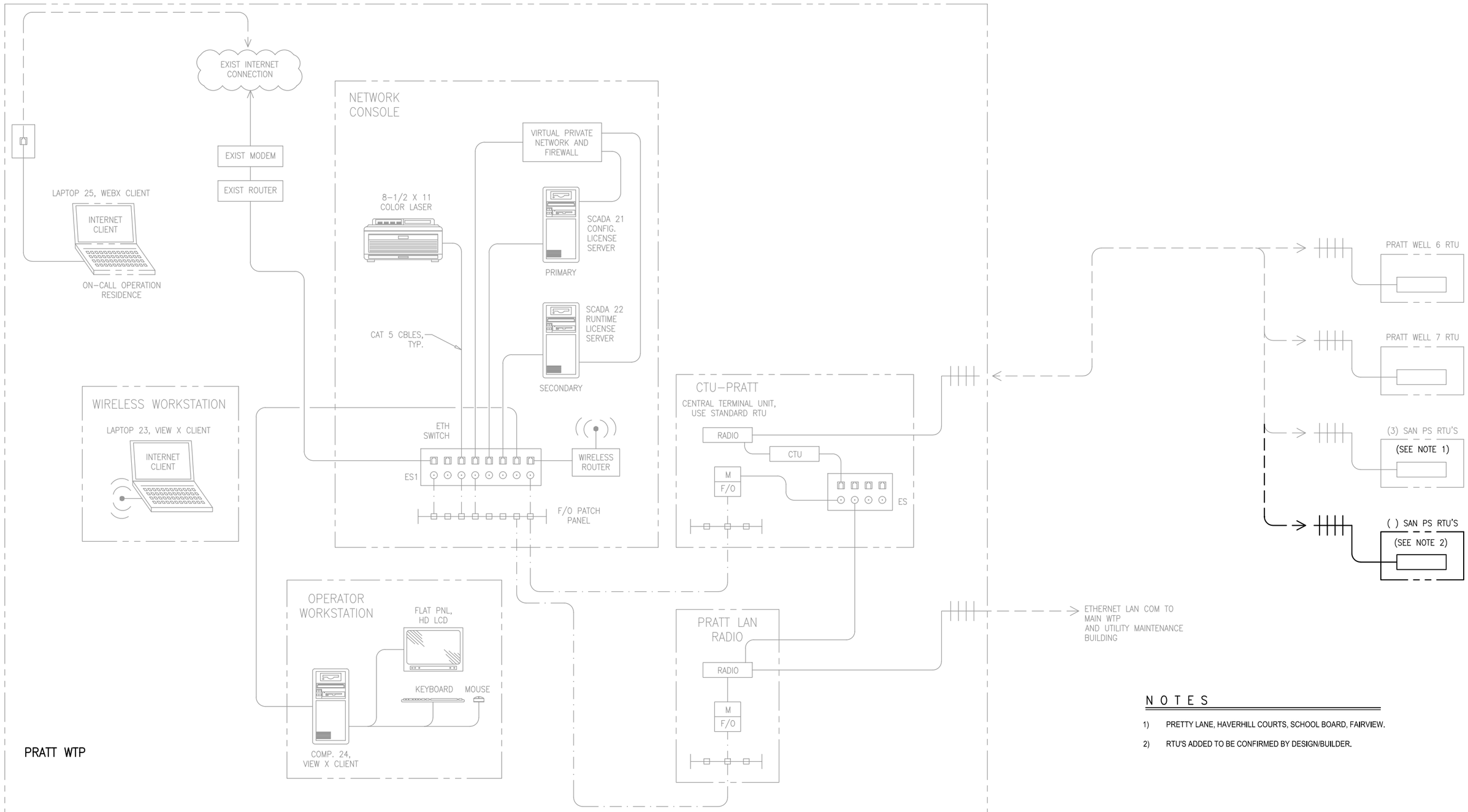
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

NETWORK COMMUNICATIONS DIAGRAM (SHEET 1)

DWG NO. 13 OF 34
SHEET E-02
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-02-MULTI.dwg; Plotted @: 11/4/2021 2:02:04 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



NOTES

1) PRETTY LANE, HAVERHILL COURTS, SCHOOL BOARD, FAIRVIEW.
2) RTU'S ADDED TO BE CONFIRMED BY DESIGN/BUILDER.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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APVD: D.K.HAMMANN

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

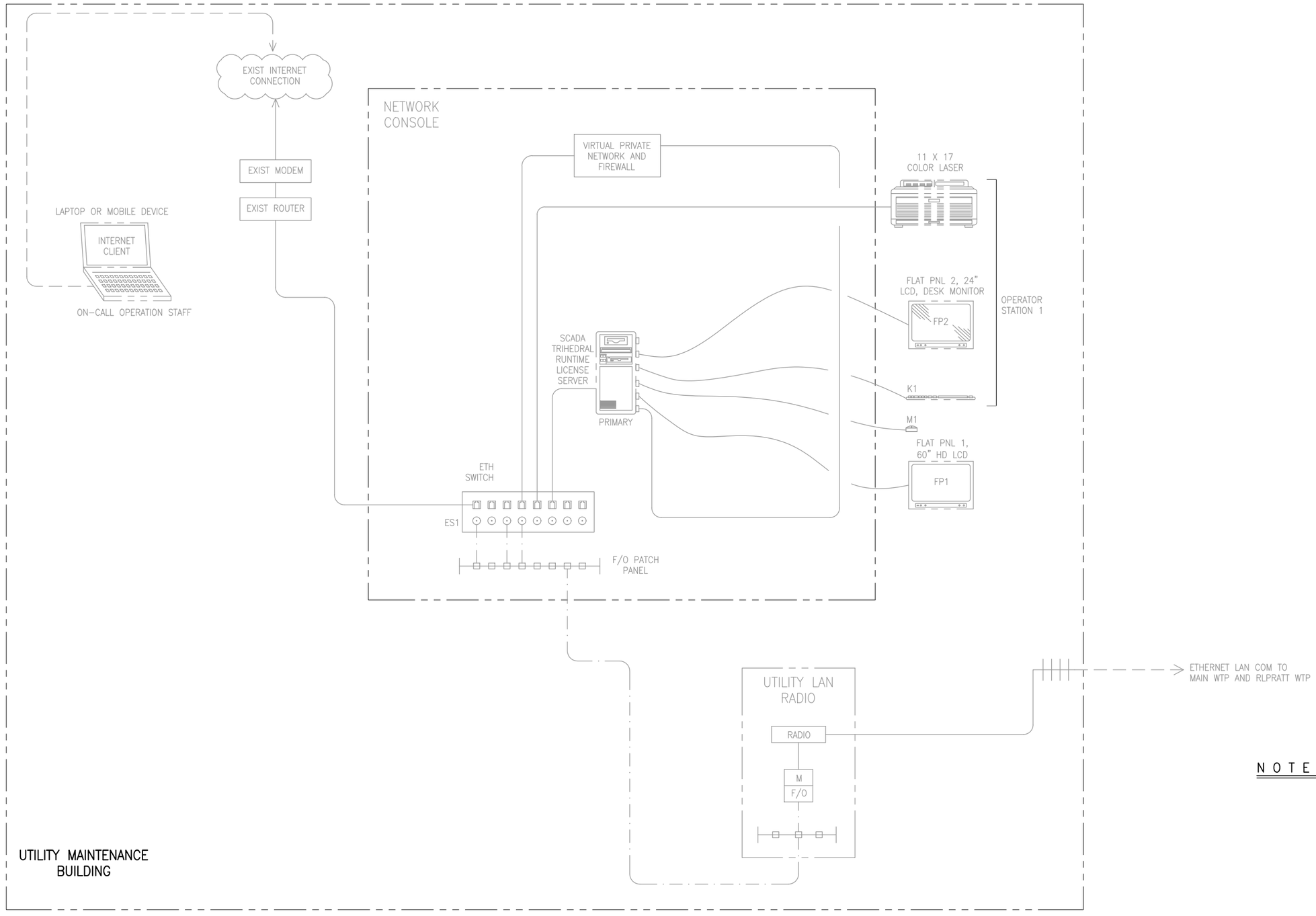
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

NETWORK COMMUNICATIONS DIAGRAM (SHEET 2)

DWG NO.	SHEET
14	E-03
OF 34	PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021	

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-02-MULTI.dwg; Plotted @: 11/4/2021 2:02:05 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



N O T E S

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

NETWORK COMMUNICATIONS DIAGRAM (SHEET 3)

DWG NO. 15 OF 34
SHEET E-04
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-02-MULTI.dwg; Plotted @: 11/4/2021 2:02:07 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

PRETTY LANE PUMP STATION LOCATION MAP

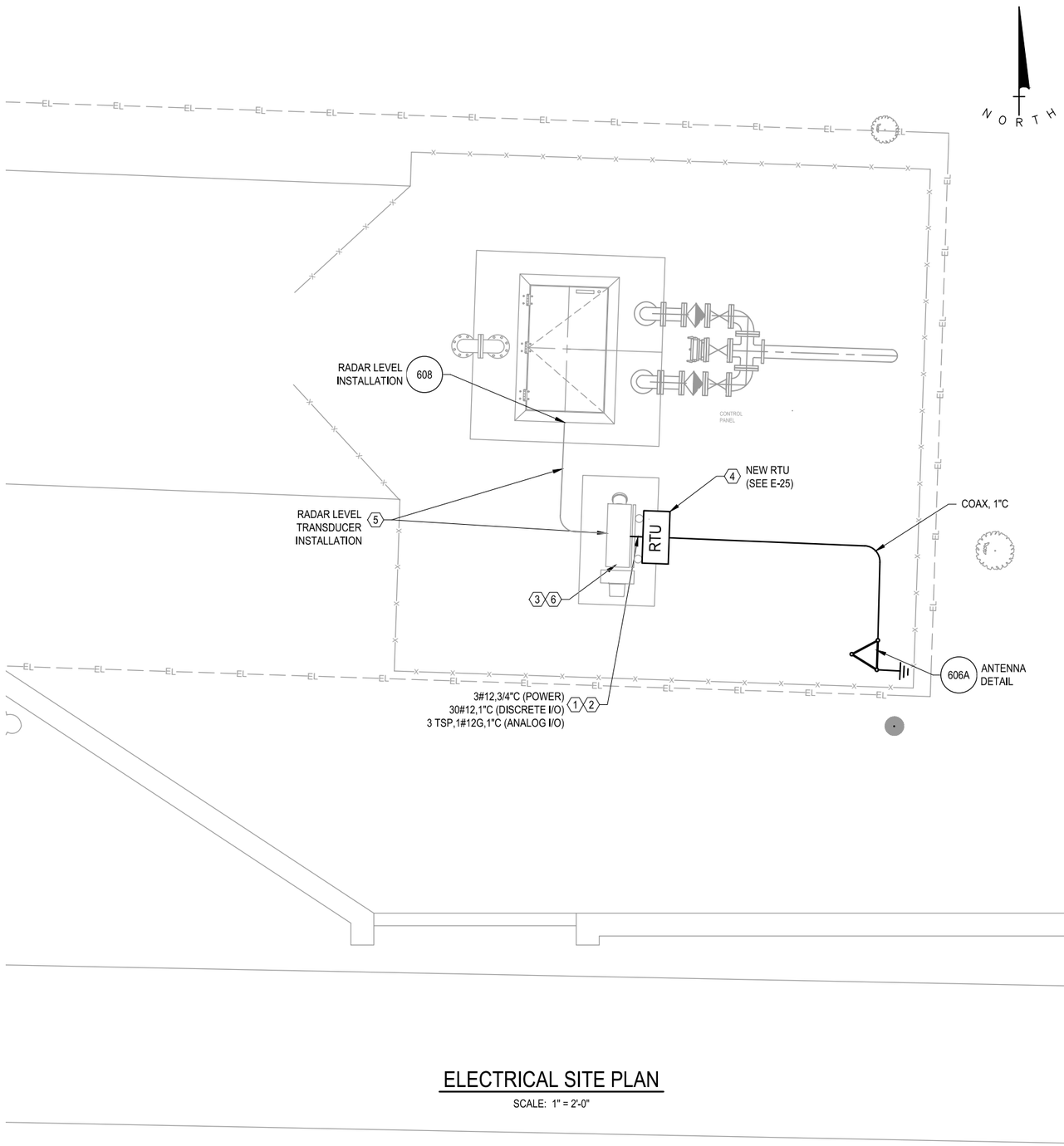
N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

1. NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
2. WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
3. CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

PRETTY LANE PUMP STATION
(PS-14)

DWG NO.	SHEET
16	E-05
OF	PROJ. NO.
34	400-084.01
DATE	
NOVEMBER 1, 2021	

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-05.dwg; Plotted @: 11/4/2021 2:02:19 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

HAVERHILL COURTS PUMP STATION

HAVERHILL COURTS PUMP STATION (PS-15)

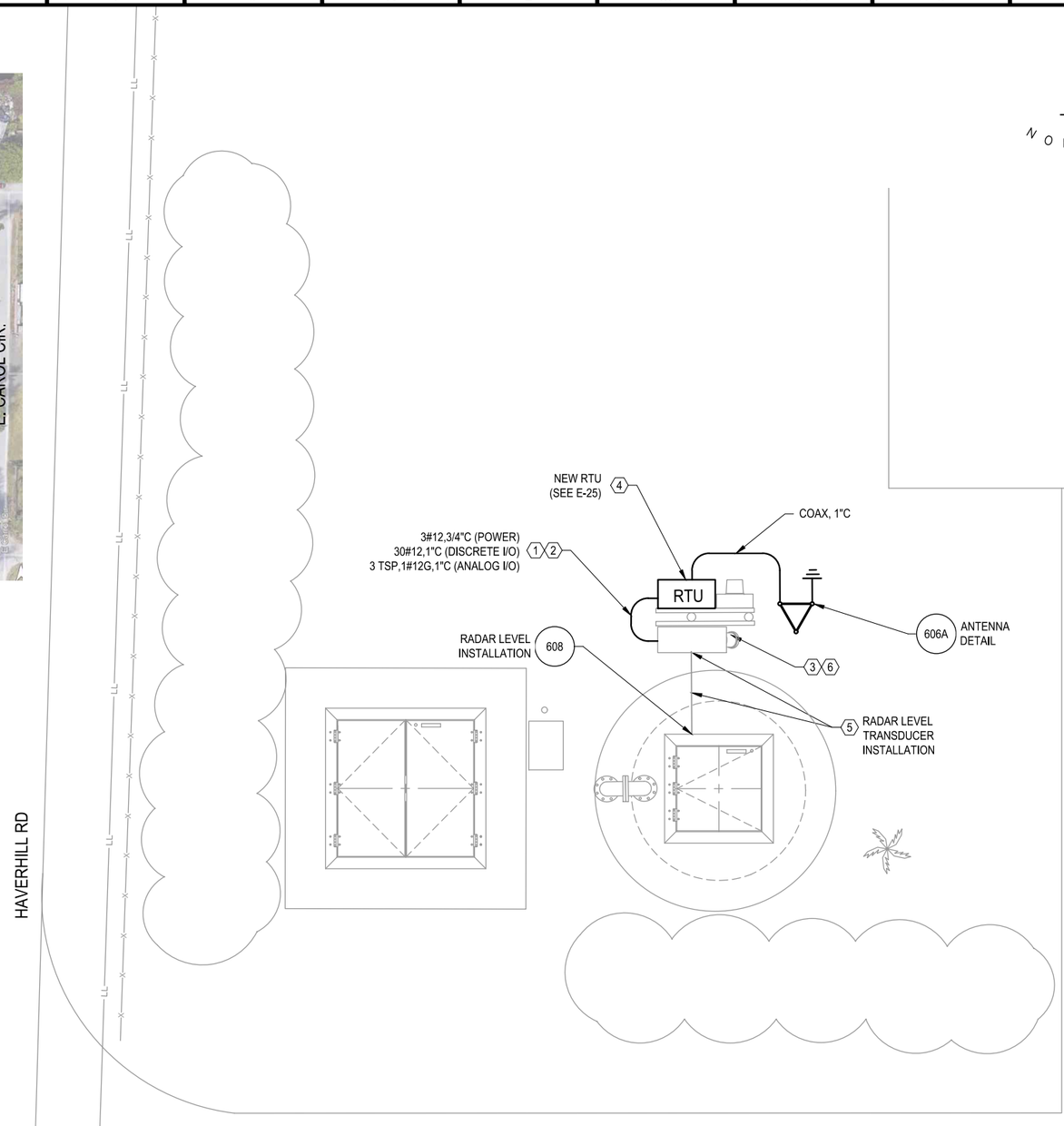
N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

1. NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
2. WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
3. CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

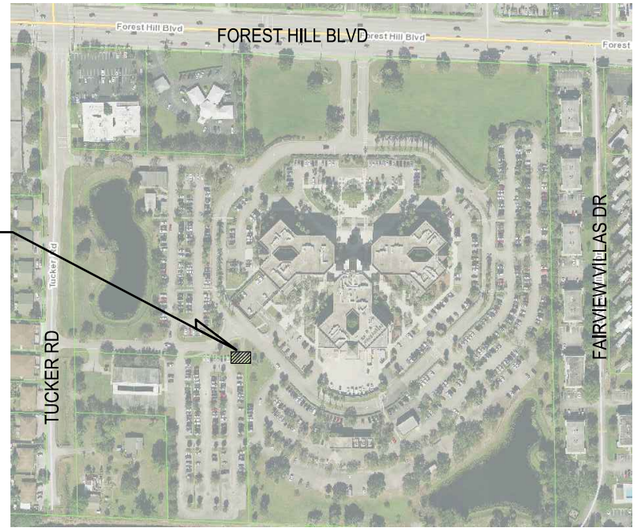
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

HAVERHILL COURTS PUMP STATION (PS-15)

DWG NO. 17 OF 34
SHEET E-06
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-06.dwg; Plotted @: 11/4/2021 2:02:22 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



SCHOOL BOARD PUMP STATION

LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

(1) NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.

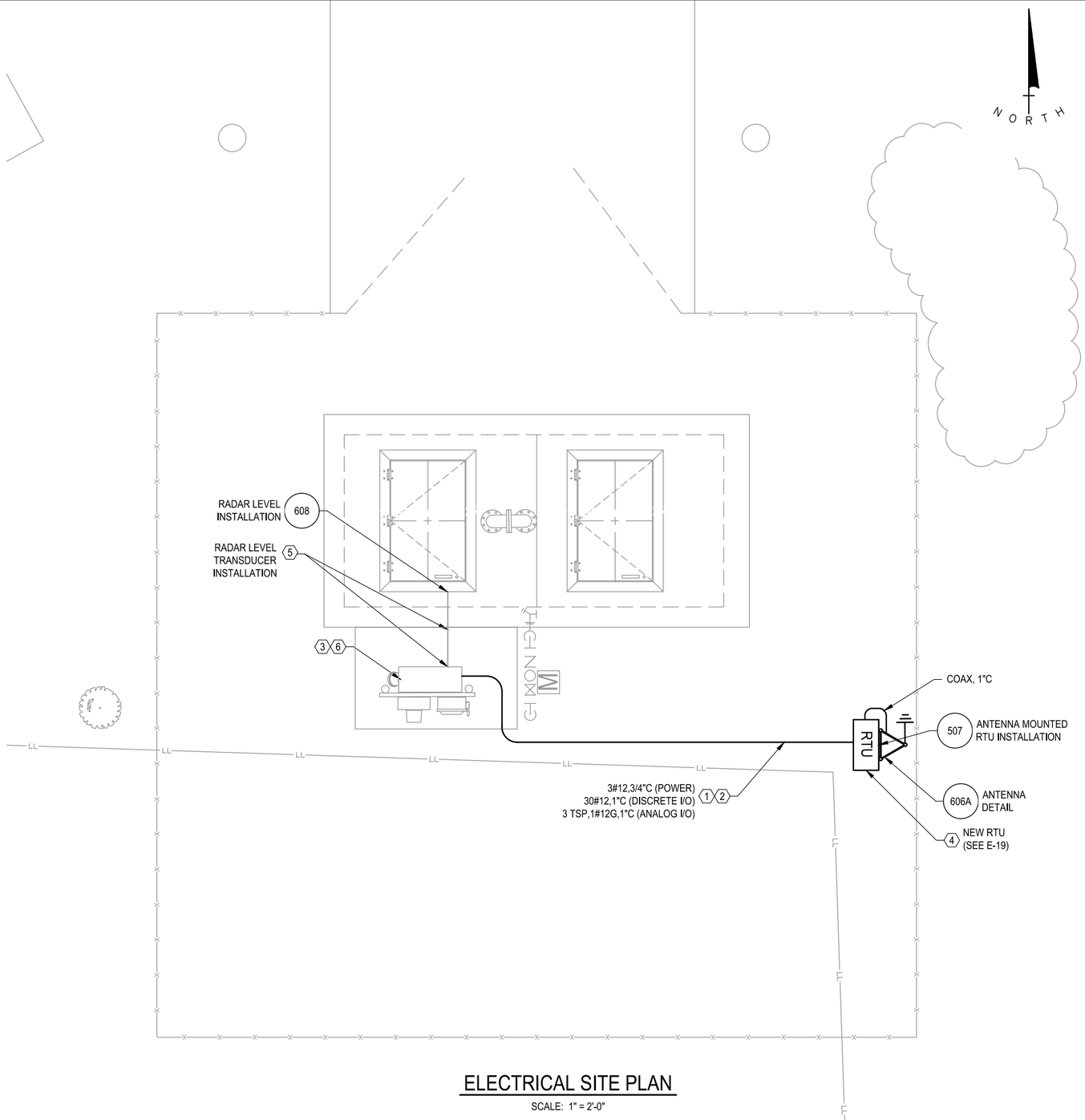
(2) WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.

(3) CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.

(4) NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.

(5) INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.

(6) FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
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CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

SCHOOL BOARD PUMP STATION (PS-40)

BID NUMBER: 2022B-003

DWG NO. 18 OF 34
SHEET E-07
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

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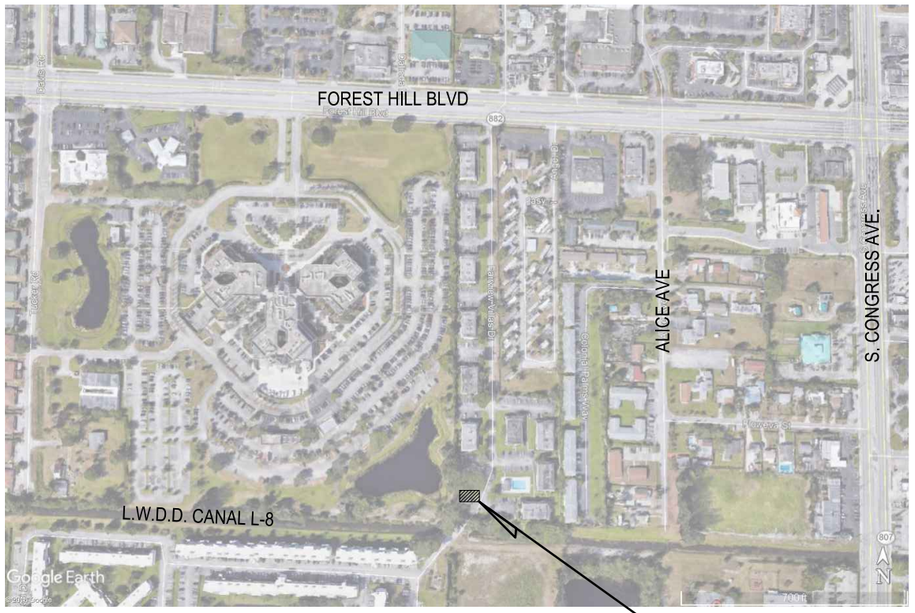


FAIRVIEW PUMP STATION LOCATION MAP

N.T.S.

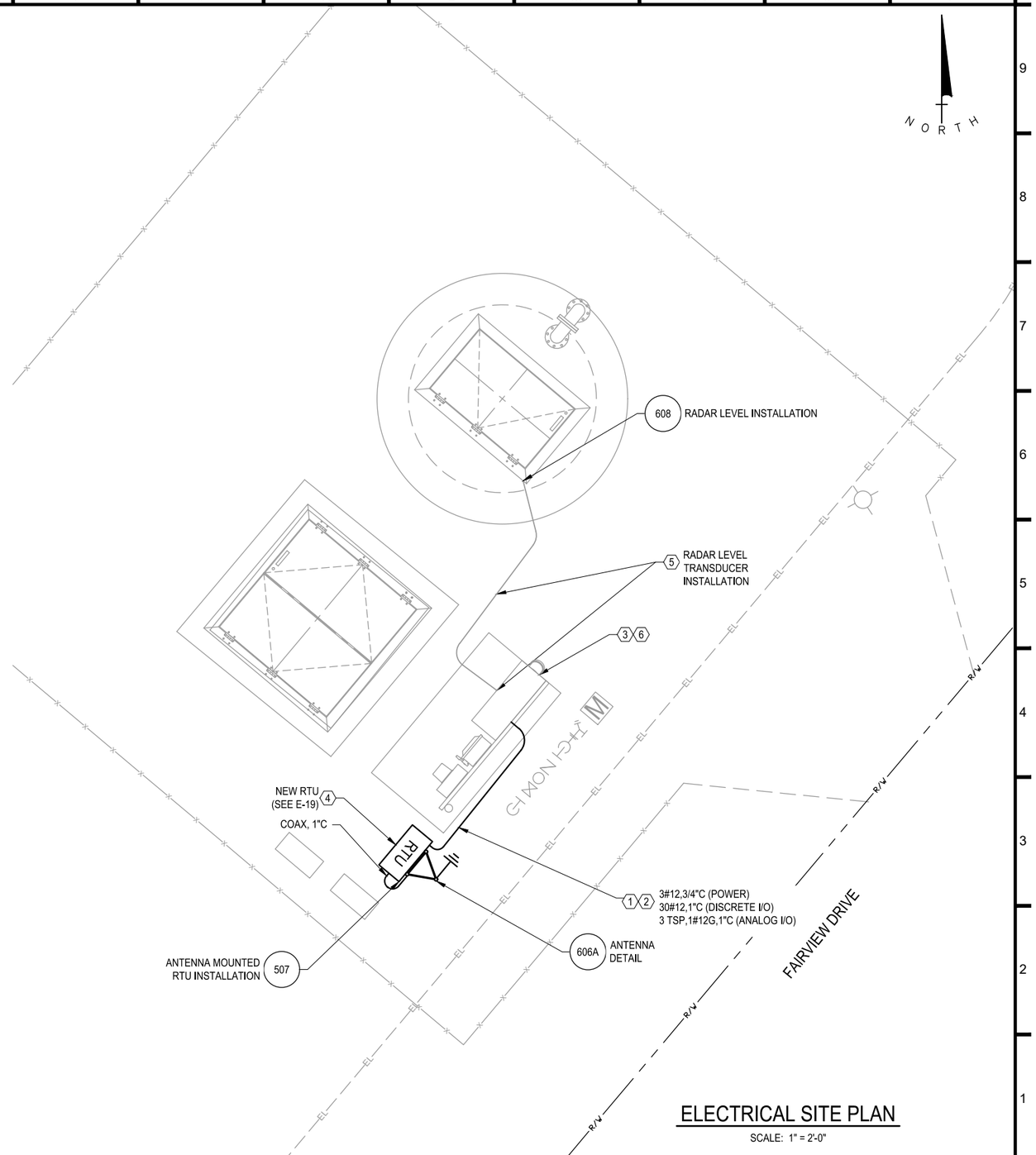
FAIRVIEW PUMP STATION

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

1. NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
2. WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
3. CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

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CA No. 7803

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CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

FAIRVIEW PUMP STATION (PS-23)

DWG NO. 19 OF 34
SHEET E-08
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

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PADORNE BROS. PUMP STATION LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

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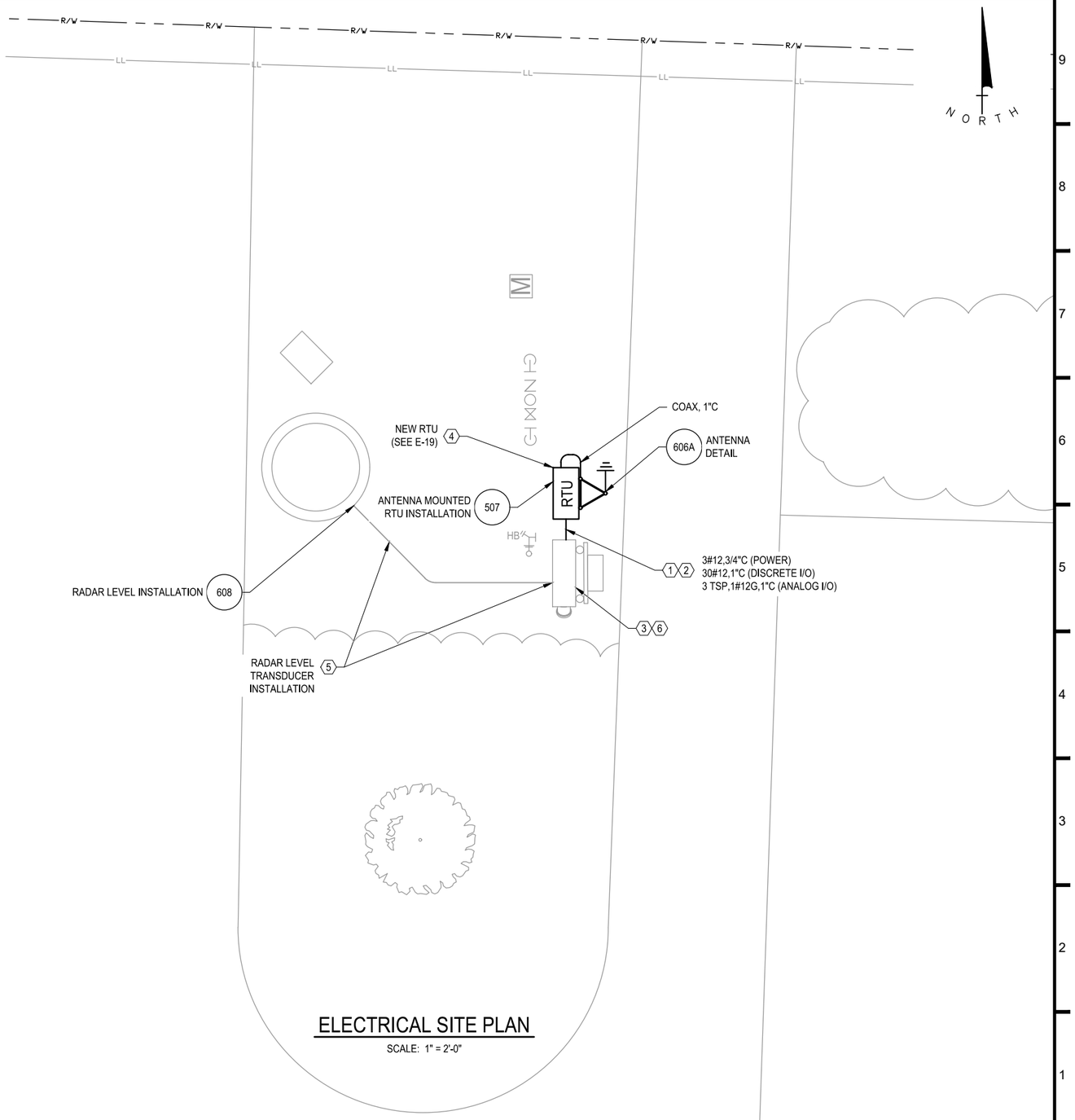

ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

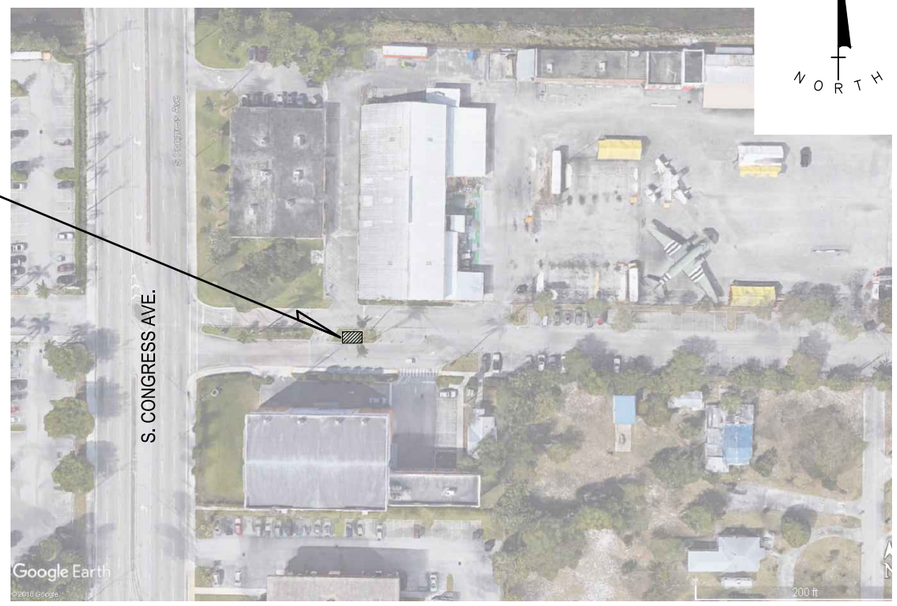
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

PADRONE BROS. PUMP STATION
(PS-59)

DWG NO.	SHEET
20 OF 34	E-09
PROJ. NO.	400-084.01
DATE	NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084,01_Pump Station SCADA Upgrades\01_Working\400-084,01_E-11.dwg; Plotted @: 11/4/2021 2:02:53 PM; Scale multiplier: 0,5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



G-STAR PUMP STATION LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

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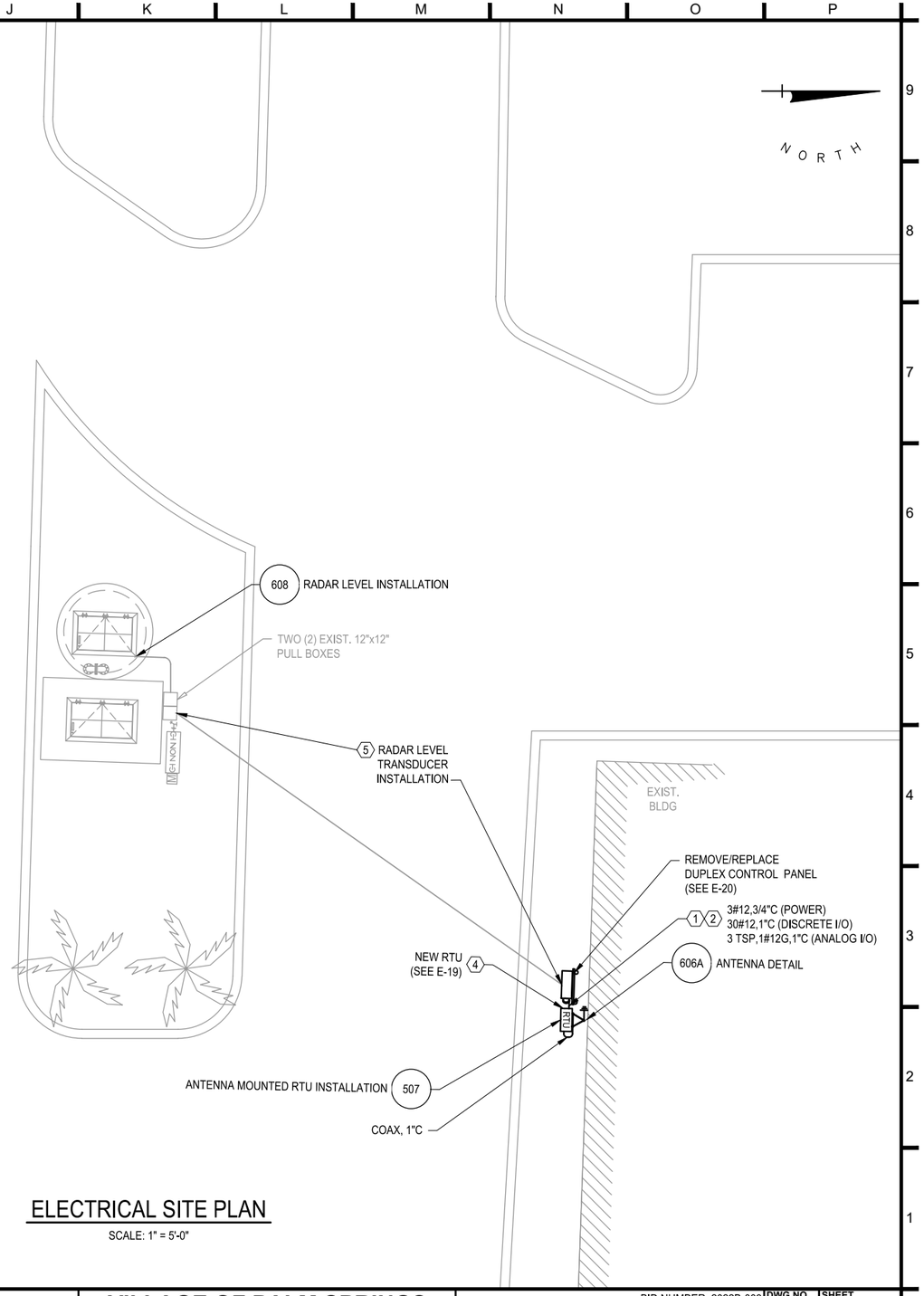
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.
7. CONTRACTOR SHALL FIELD LOCATE POINT OF ELECTRICAL SERVICE SUPPLY TO EXISTING CONTROL PANEL. CONTRACTOR SHALL LOCKOUT/TAGOUT AT EXISTING BREAKER AND/OR DISCONNECT.



ELECTRICAL SITE PLAN

SCALE: 1" = 5'-0"

ECKLER ENGINEERING, INC.
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DSGN: C.O.DICKINSON
DR: R.PAEZ
CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

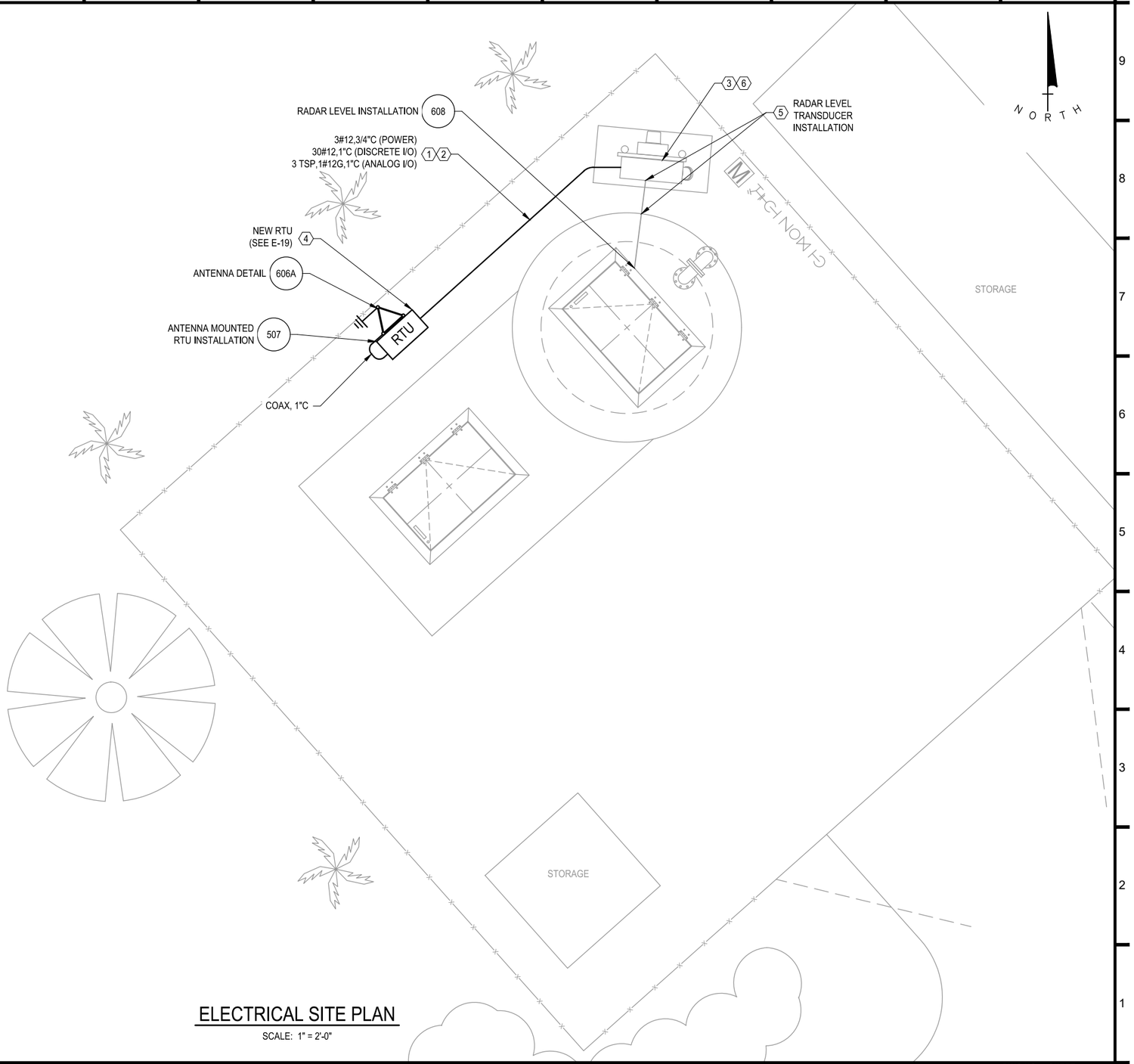
G-STAR PUMP STATION (PS-PR)

DWG NO. 21 | SHEET E-10
OF 34 | PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-13.dwg; Plotted @: 11/4/2021 2:03:04 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

WELLESLEY PUMP STATION LOCATION MAP

N.T.S.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

1. NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
2. WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
3. CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

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APVD: D.K.HAMMANN

VERIFY SCALE
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

WELLESLY PUMP STATION (PS-24)

DWG NO. 22 | SHEET E-11
OF 34 | PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-14.dwg; Plotted @: 11/4/2021 2:03:15 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

REX AVE PUMP STATION LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

(1) NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.

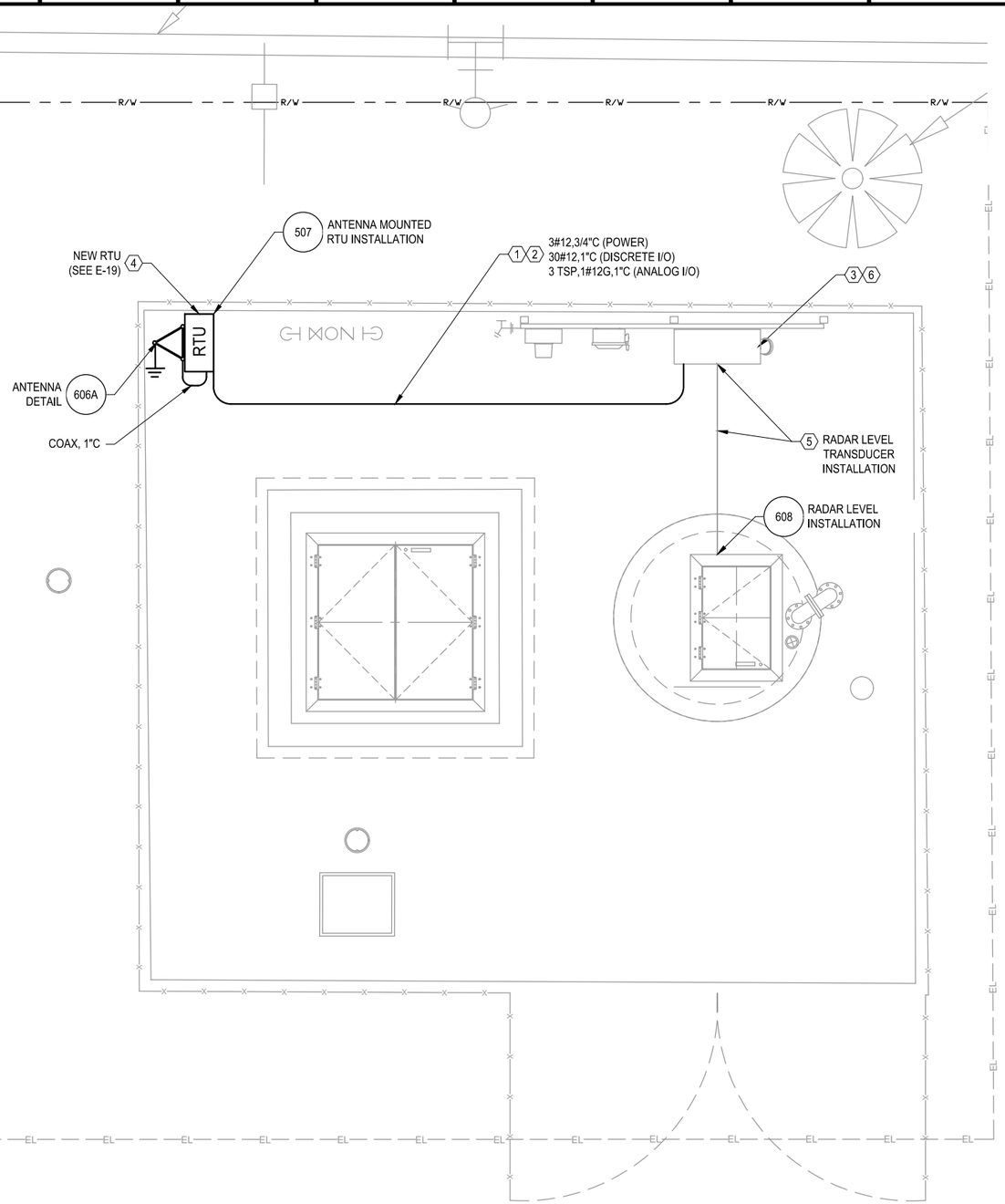
(2) WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.

(3) CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.

(4) NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.

(5) INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.

(6) FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1"=2'-0"

ECKLER ENGINEERING, INC.
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CA No. 7803

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

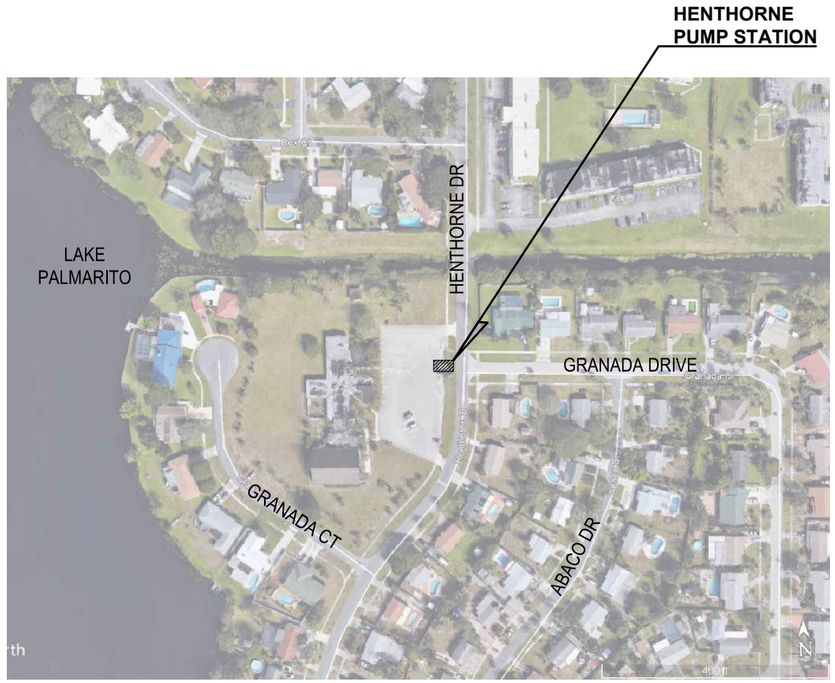
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

REX AVENUE PUMP STATION
(PS-18)

DWG NO. 23 OF 34
SHEET E-12
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-17.dwg; Plotted @: 11/4/2021 2:03:25 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



HENTHORNE PUMP STATION LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL TO THE INTERIOR OF THE CONTROL PANEL CABINET PENETRATION.

SPECIFIC NOTES

(1) NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.

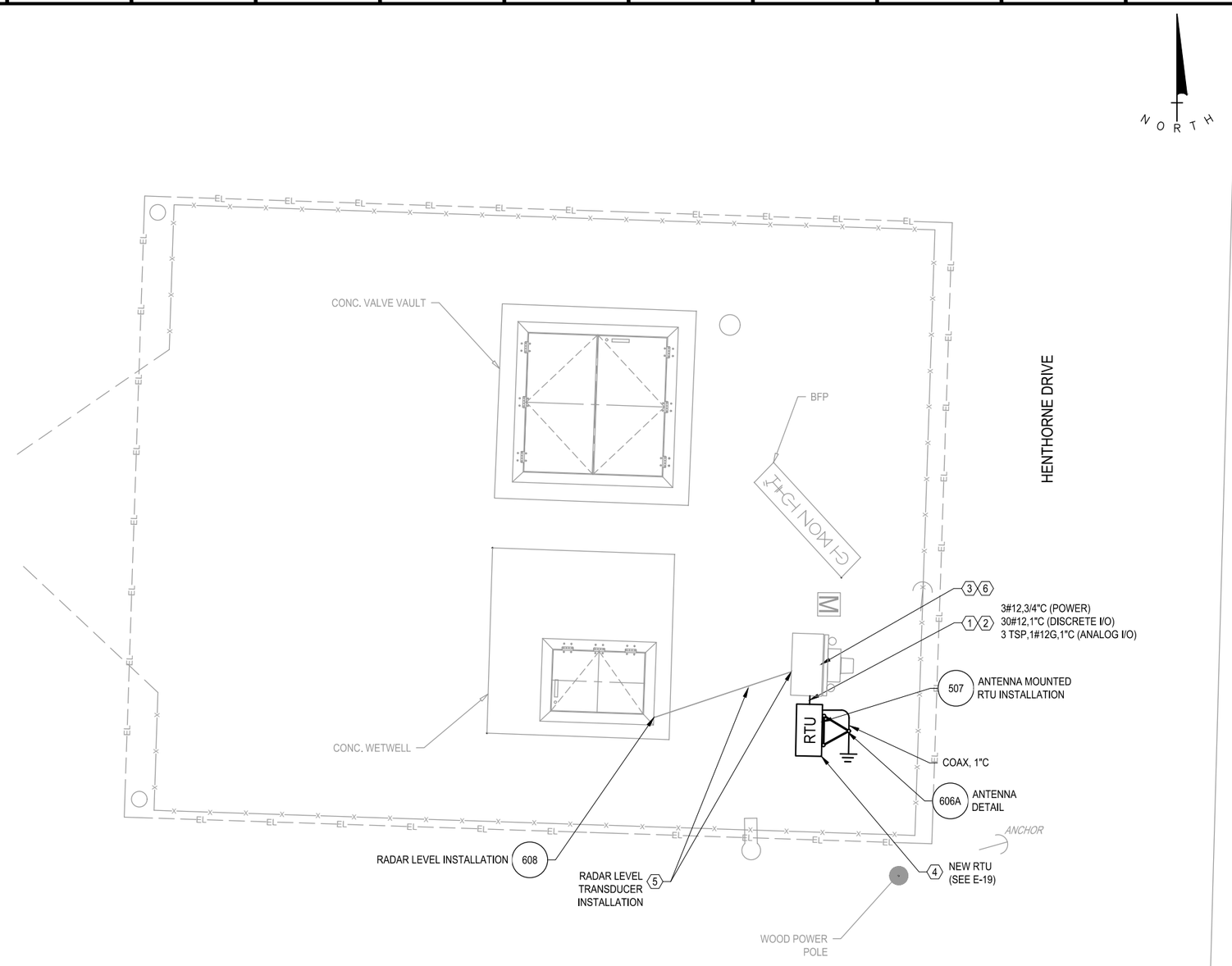
(2) WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.

(3) CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.

(4) NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.

(5) INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.

(6) FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
DR: R.PAEZ
CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

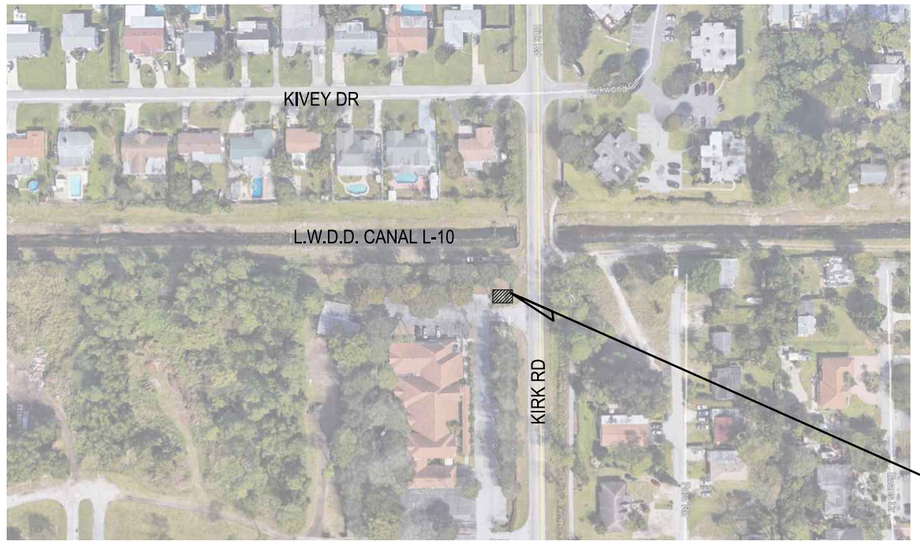
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

HENTHORNE PUMP STATION
(PS-27)

DWG NO.	SHEET
24	E-13
OF 34	PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021	

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-18.dwg; Plotted @: 11/4/2021 2:03:36 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



MEMORY GARDENS PUMP STATION LOCATION MAP

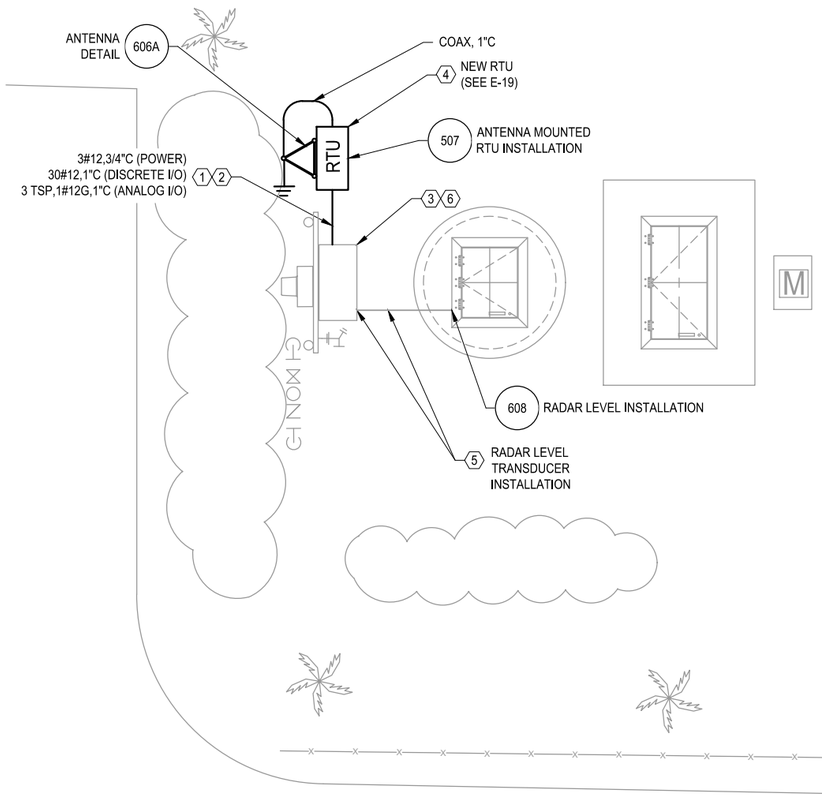
N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

1. NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
2. WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
3. CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
DR: R.PAEZ
CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

MEMORY GARDENS PUMP STATION (PS-PR)

DWG NO. 25 OF 34
SHEET E-14
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-19.dwg; Plotted @: 11/4/2021 2:03:47 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

MERCURIO PUMP STATION LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
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SPECIFIC NOTES

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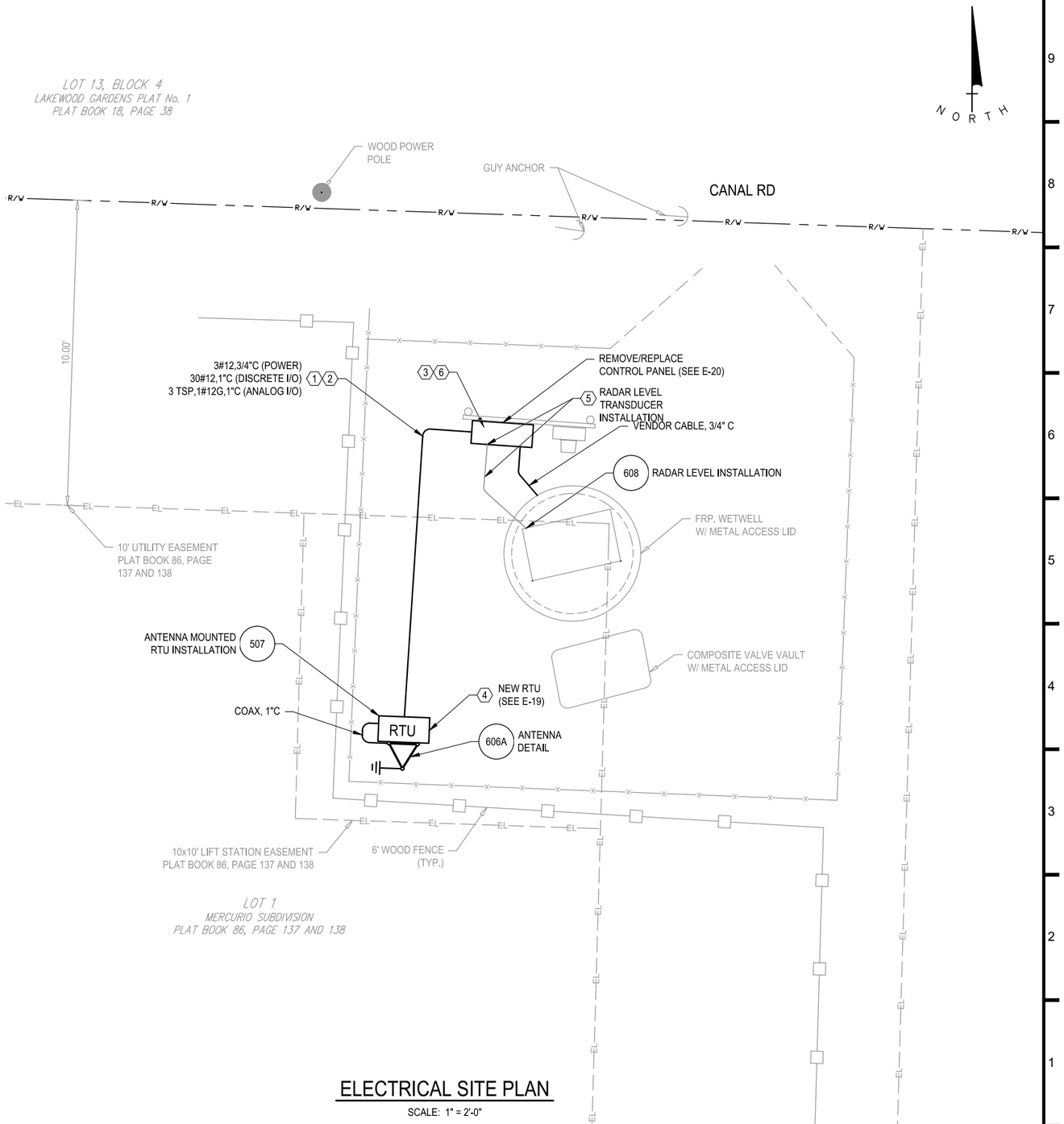

ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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APVD: D.K.HAMMANN

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

MERCURIO PUMP STATION (PS-PR)

DWG NO.	SHEET
26	E-15
OF 34	PROJ. NO. 400-084.01
DATE	NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-21.dwg; Plotted @: 11/4/2021 2:03:58 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

CONGRESS AVE
PUMP STATION

CONGRESS PUMP STATION LOCATION MAP

N.T.S.

GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
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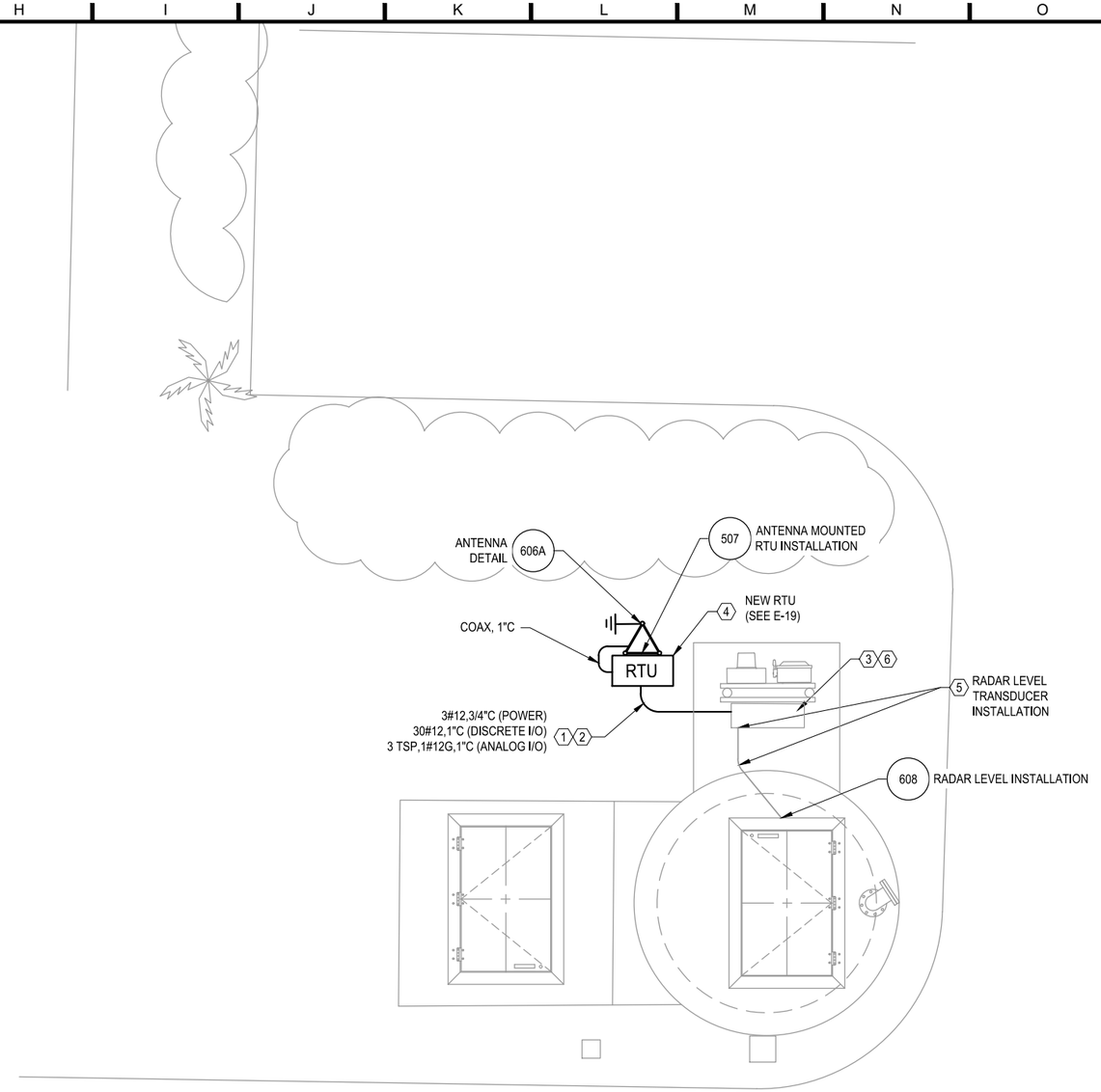

ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

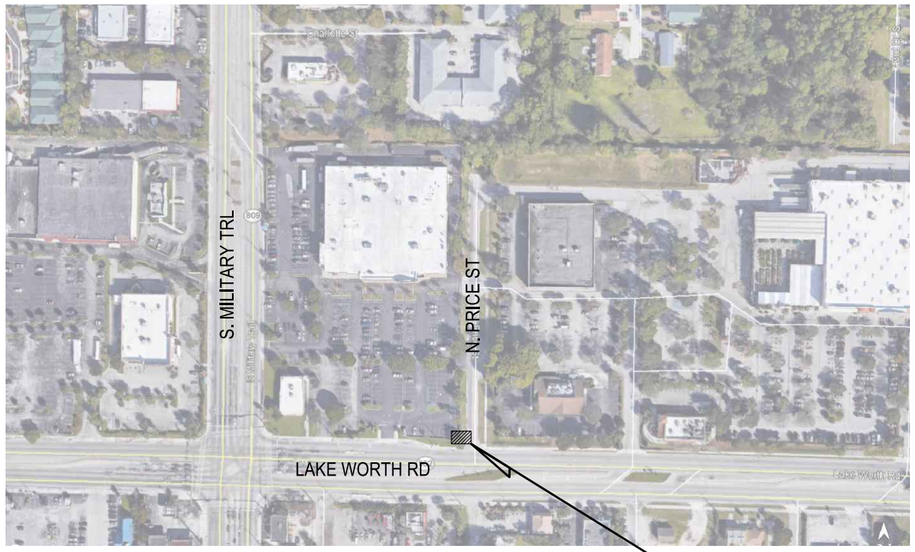
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

CONGRESS AVENUE PUMP STATION (PS-PR)

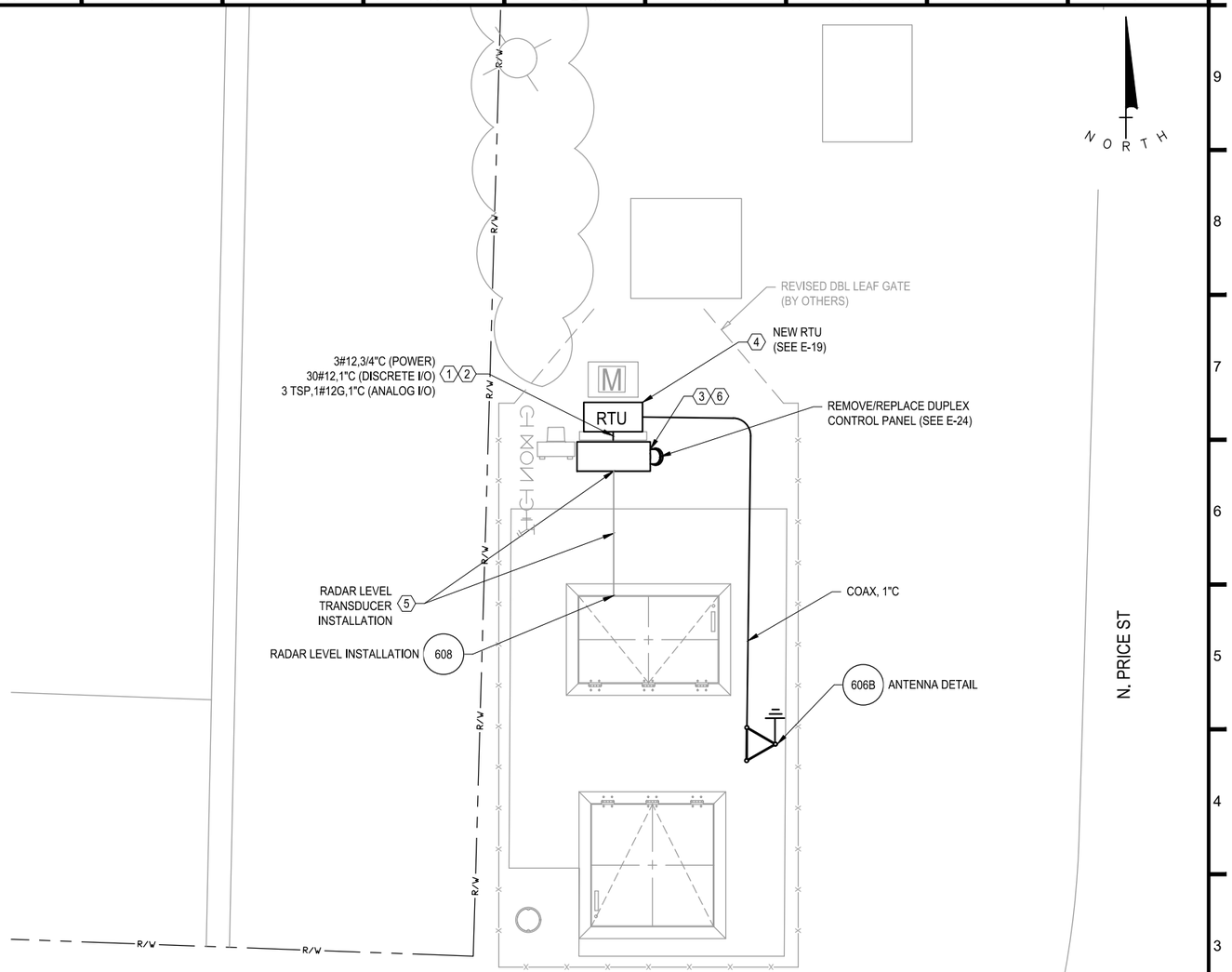
DWG NO. 27 OF 34
SHEET E-16
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-22.dwg; Plotted @: 11/4/2021 2:04:11 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



PRICE ST PUMP STATION LOCATION MAP

N.T.S.



GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
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SPECIFIC NOTES

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ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

ECKLER ENGINEERING, INC.
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APVD: D.K.HAMMANN

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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

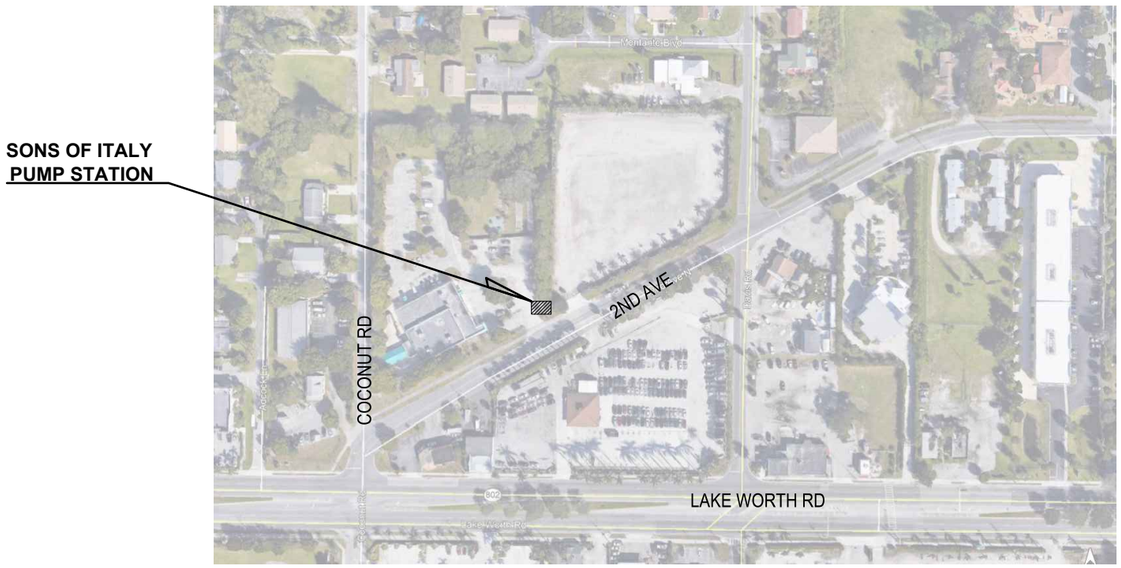
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

PRICE ST PUMP STATION (PS-PR)

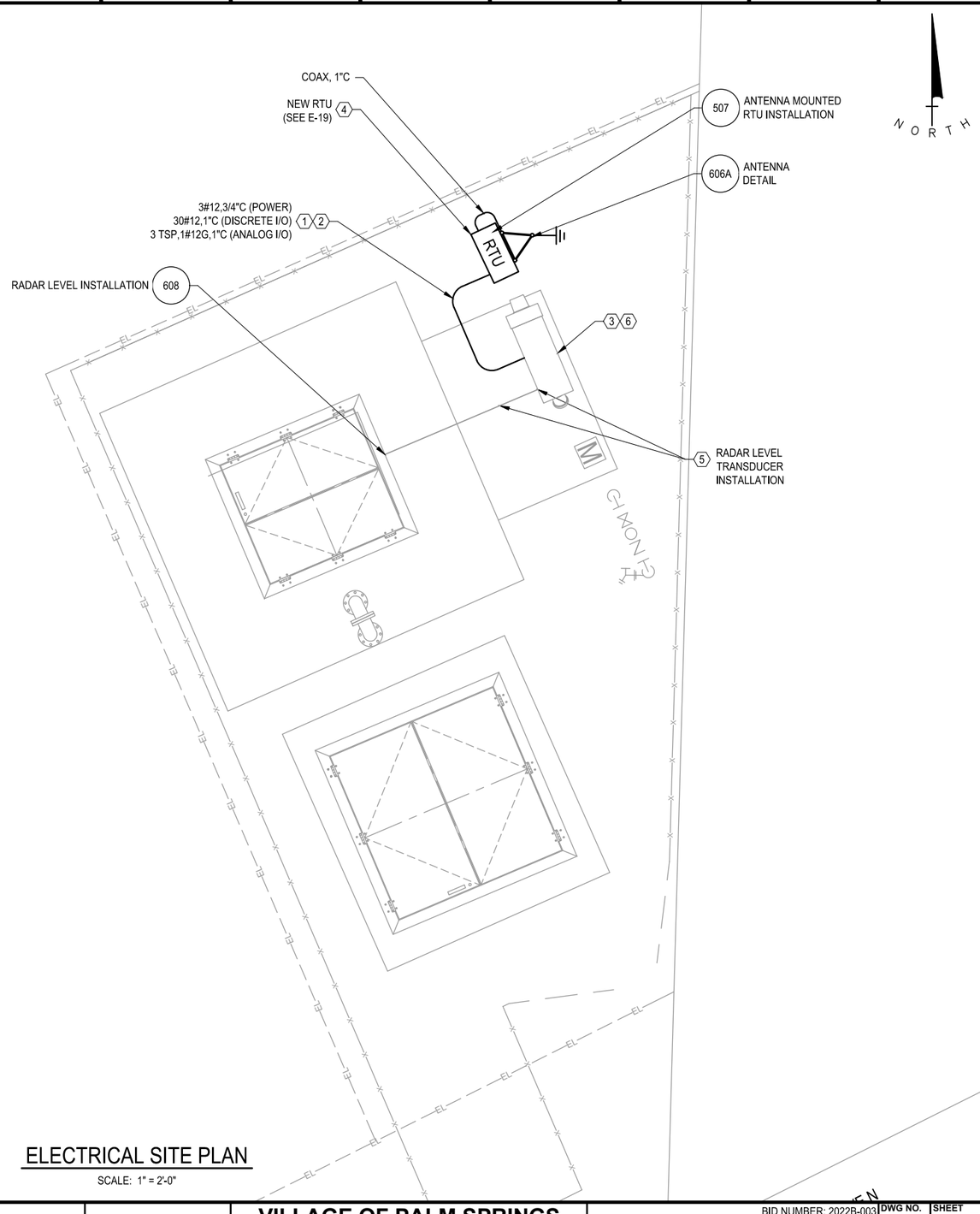
DWG NO. 28 OF 34
SHEET E-17
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-23.dwg; Plotted @: 11/4/2021 2:04:24 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



SONS OF ITALY PUMP STATION LOCATION MAP

N.T.S.



GENERAL ELECTRICAL NOTES

1) MINIMUM CONDUIT SIZE = 3/4"
2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.
4) PROVIDE DUCT SEAL FOR ALL CONDUITS ENTERING CONTROL PANEL CABINET AND RTU PANEL.

SPECIFIC NOTES

1. NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
2. WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
3. CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
4. NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
5. INSTALL RADAR LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
6. FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.

ELECTRICAL SITE PLAN

SCALE: 1" = 2'-0"

ECKLER ENGINEERING, INC.
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CA No. 7803

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DR: R.PAEZ
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APVD: D.K.HAMMANN

VERIFY SCALE
1"
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

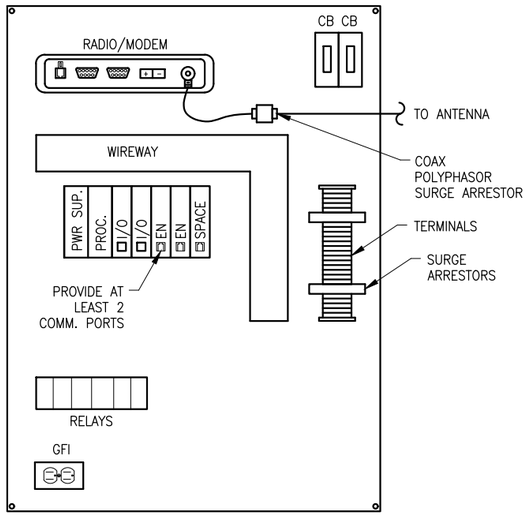
PUMP STATION SCADA UPGRADES

SONS OF ITALY PUMP STATION
(PS-48)

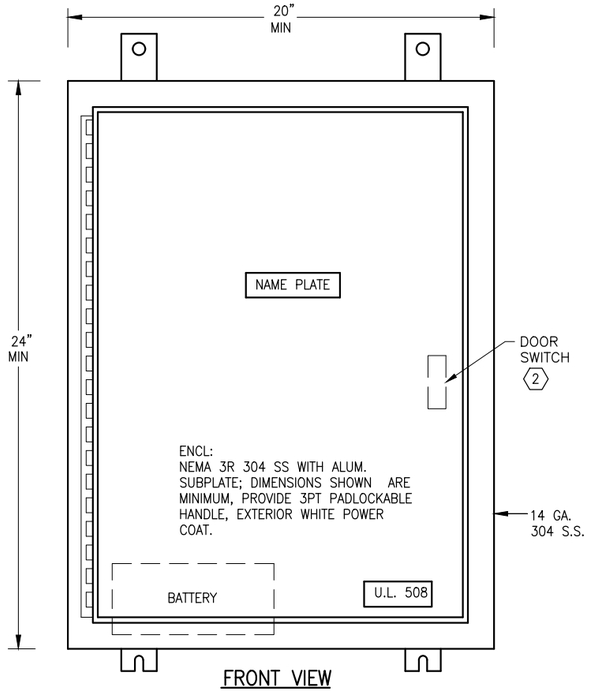
BID NUMBER: 2022B-003

DWG NO. 29 OF 34
SHEET E-18
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

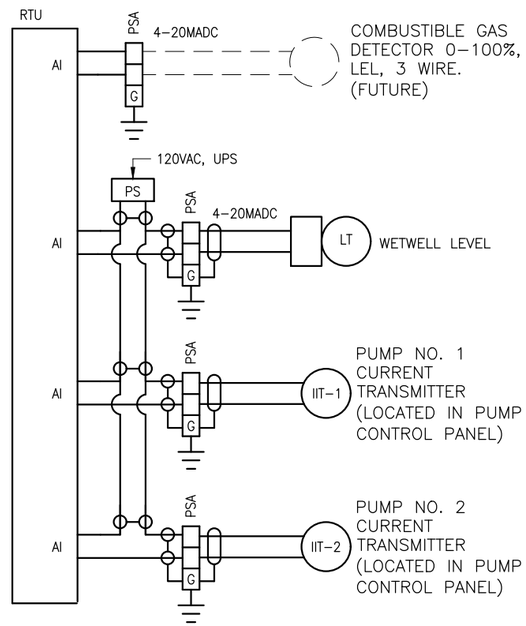
File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-24.dwg; Plotted @: 11/4/2021 2:04:35 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

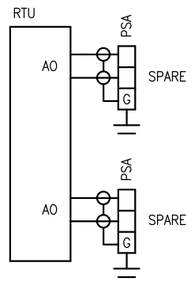


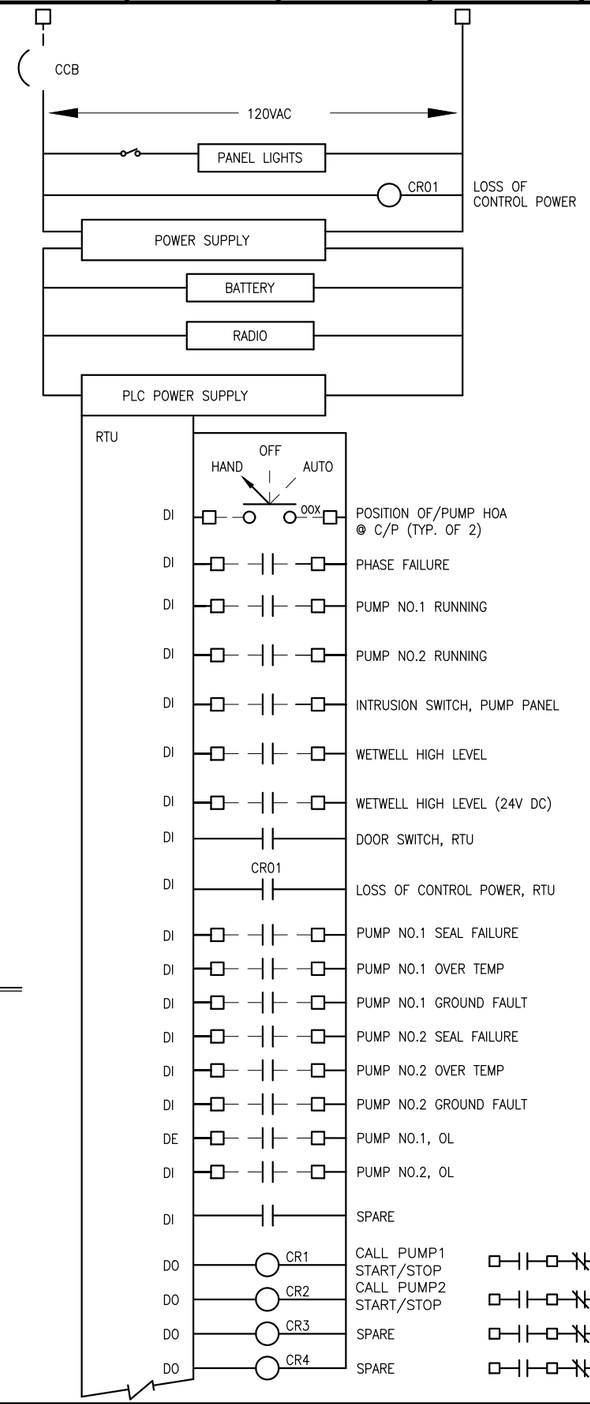
SUBPLATE VIEW



FRONT VIEW







SPECIFIC NOTES

1. RTU SHALL BE AS SPECIFIED IN SECTION 13751 – RTU SUB SYSTEM.
2. DOOR SWITCH ACTUATES WHEN OUTER DOOR IS OPEN.
3. CONFIRM ALL I/O WITH REQUIREMENTS OF I–DRAWINGS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.O.DICKINSON
DR: R.PAEZ
CHK: C.O.DICKINSON
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

STANDARD RTU FOR DUPLEX WASTEWATER PUMP STATION

DWG NO. 30 OF 34
SHEET E-19
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

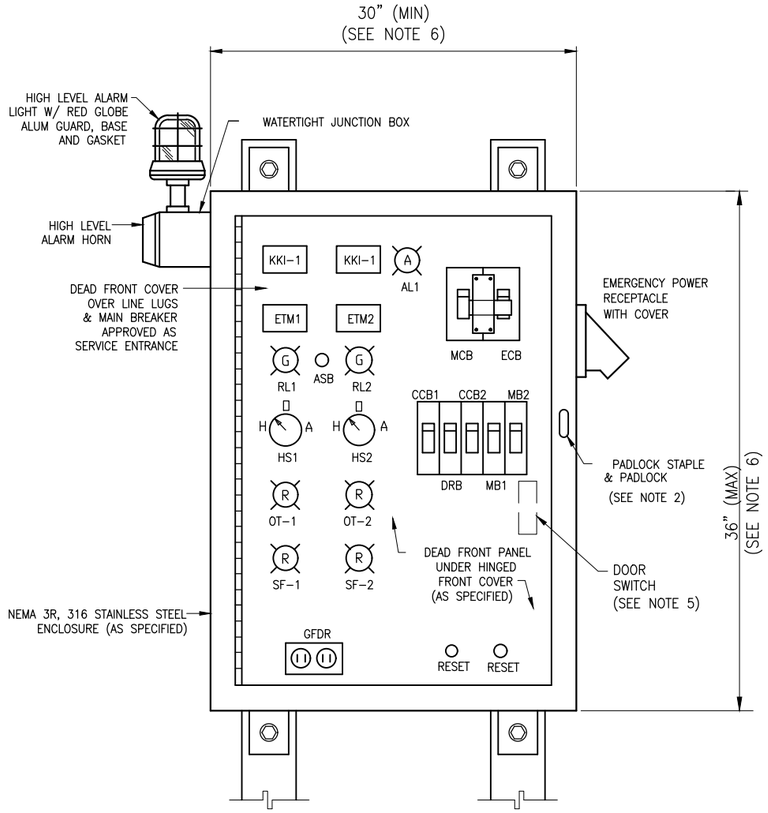
File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_E-25.dwg; Plotted @: 11/4/2021 2:04:44 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

CONTROL PANEL COMPONENT SCHEDULE

PUMP STATION NAME	PUMP STATION TYPE	M1/M2 MOTOR SIZE (HP)	VOLTAGE/ PHASE (SEE NOTE 7)	MIN. POWER WIRE (SIZE)	MIN. CONTROL WIRE (SIZE)	AUXILIARY BREAKERS (POLE/AMPS)					POWER SERVICE BREAKERS (POLE/AMPS)		GR GENERATOR RECEPTACLE (MODEL#/AMPS)	MB1/MB2 (POLE/AMPS)	MS1/MS2 (FVNR, NEMA MIN. SIZE 0)	INTERRUPTING RATING FOR BREAKERS (AIC)
						CCB1	DRB	CCB2	RTU	AUX	MCB	ECB				
G-STAR	SUB	3.0	240/3ø	SIZE PER REQUIREMENTS OF UL 698A, UL 508A AND NEC	16	1P-15	1P-20	1P-15	1P-20	1P-20	3P-60	3P-60	RUSSEL STOLL JRSB 1044 FR/100A	3P-20	SIZE PER REQUIREMENTS OF UL 698A, UL 508A AND NEC	22000
MERCURIO	SUB	2.0	240/3ø		16	1P-15	1P-20	1P-15	1P-20	1P-20	3P-60	3P-60	RUSSEL STOLL JRSB 1044 FR/100A	3P-20		22000
PRICE ST	SUB	15	240/3ø		16	1P-15	1P-20	1P-15	1P-20	1P-20	3P-100	3P-100	RUSSEL STOLL JRSB 1044 FR/100A	3P-80		22000

NOTES

1) NOTIFY ENGINEER OF ANY DISCREPANCIES.
2) PADLOCK SHALL BE PROVIDED BY OWNER.
3) SEE SPECIFICATION SECTION 13700-PROCESS INSTRUMENTATION AND CONTROLS.
4) PROVIDE ALL PILOT DEVICES AND OTHER DEAD FRONT ACCESSIBLE COMPONENTS PER CONTROL PANEL SCHEMATICS.
5) DOOR SWITCH ACTUATES WHEN OUTER DOOR IS OPEN.
6) FINAL PANEL DIMENSIONS SHALL BE PER APPROVED SUBMITTALS TO MEET UL REQUIREMENTS.
7) CONTRACTOR SHALL CONFIRM VOLTAGE AND PHASE REQUIREMENTS DURING SHOP DRAWING PHASE.



CONTROL PANEL FRONT ELEVATION

N.T.S.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

CONTROL PANEL SCHEDULE
ELEVATION

BID NUMBER: 2022B-003

DWG NO. 31 OF 34
SHEET E-20
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

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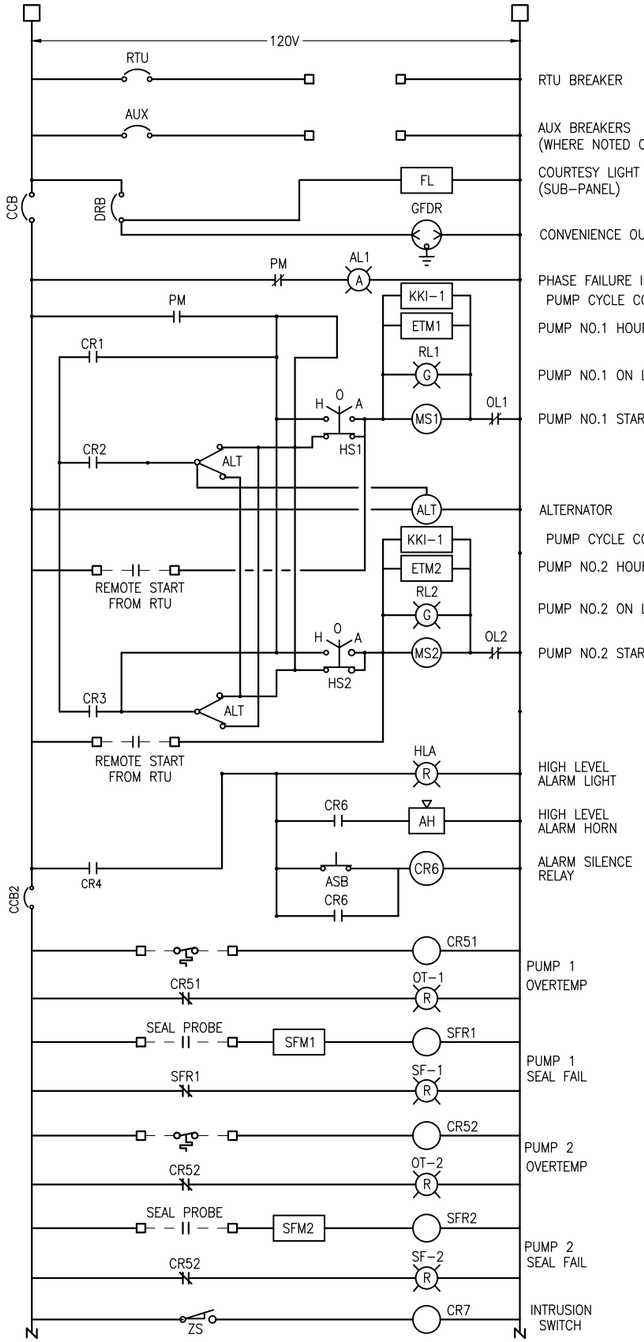
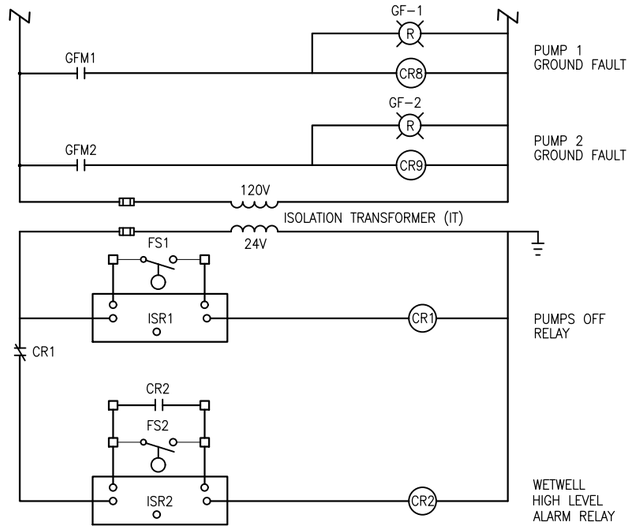
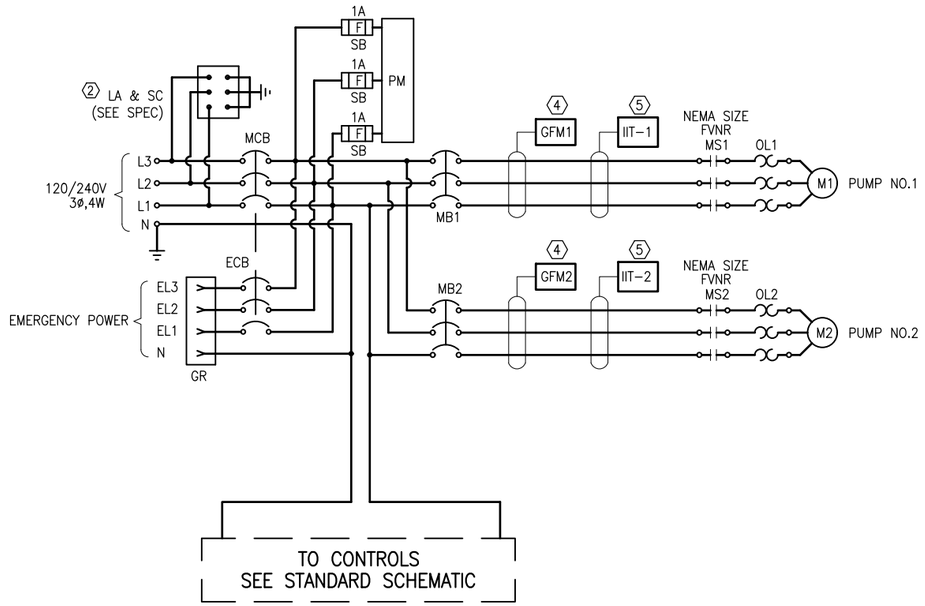
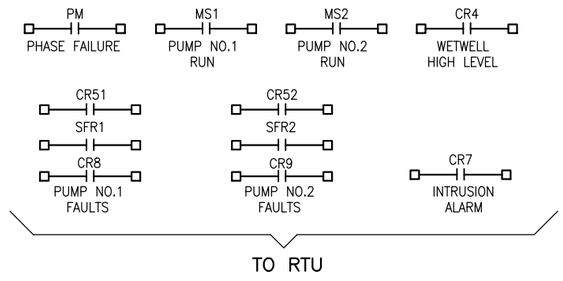


STANDARD PUMP STATION CONTROL SCHEMATIC





CONTROL PANEL 3-LINE DIAGRAM, 120/240V, 3ø, 4W (W/ GEN. RECPT)



SPECIFIC ELECTRICAL NOTES

1. CONTROL PANEL COMPONENTS AND MATERIALS SHALL BE AS SPECIFIED IN SECTION 13700-PROCESS INSTRUMENTATION AND CONTROLS.
2. LIGHTING ARRESTOR (LA) AND SURGE CAPACITOR (SC) ARE TWO INDIVIDUAL COMPONENTS PER SPECIFICATIONS SECTION 13700-PROCESS INSTRUMENTATION AND CONTROLS.
3. AMPERAGE RATING OF CPT BKR SHALL BE AS REQUIRED BY CPT.
4. BENDER GF MONITOR RELAY WITH SPDT OUTPUT, 120 VAC, ADJUSTABLE PICKUP, ADJUSTABLE TIME DELAY SEPARATE CT, MODEL RCM460 Y SERIES, OR EQUAL.
5. AT SERIES CURRENT TRANSDUCER MODEL NO.: AT2-420-24L-FR, AS MANUFACTURED BY NK TECHNOLOGIES. LOOP POWER SUPPLIED BY RTU PANEL.

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(954) 510-4700 - FAX (954) 755-2741
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

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FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

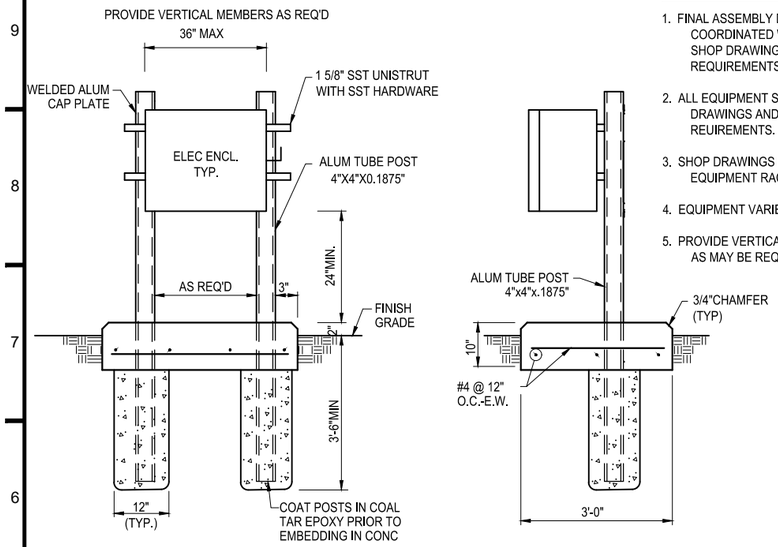
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

CONTROL PANEL SCHEMATICS

DWG NO. 32 OF 34
SHEET E-21
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084,01_Pump Station SCADA Upgrades\01_Working\400-084,01_E-26.dwg; Plotted @: 11/4/2021 2:04:54 PM; Scale multiplier: 0,5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

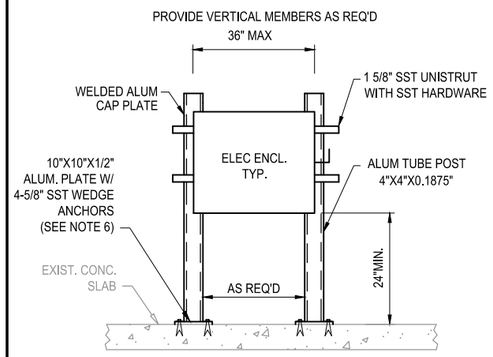


NOTES:

1. FINAL ASSEMBLY DIMENSION SHALL BE COORDINATED WITH MOUNTED EQUIPMENT SHOP DRAWINGS AND SPACING REQUIREMENTS PER CODE.
2. ALL EQUIPMENT SHALL BE GROUNDED PER DRAWINGS AND APPLICABLE CODE REUIREMENTS.
3. SHOP DRAWINGS REQUIRED FOR RTU EQUIPMENT RACK LAYOUT.
4. EQUIPMENT VARIES.
5. PROVIDE VERTICAL & HORIZONTAL MEMBERS AS MAY BE REQ'D

RTU ENCLOSURE RACK

600A



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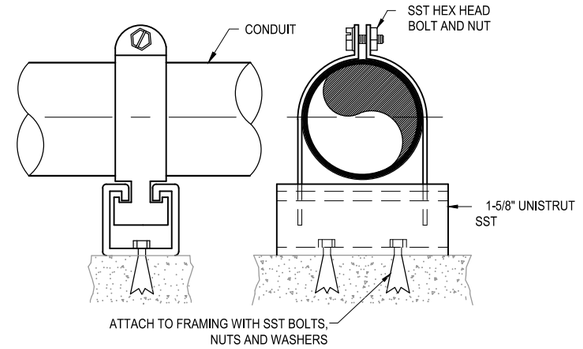
4. EQUIPMENT VARIES.
5. PROVIDE VERTICAL & HORIZONTAL MEMBERS AS MAY BE REQ'D
6. 5/8" SST WEDGE ANCHORS WITH 4" EMBEDMENT. NUTS AND WASHERS SHALL BE SST.

RTU ENCLOSURE RACK

600B

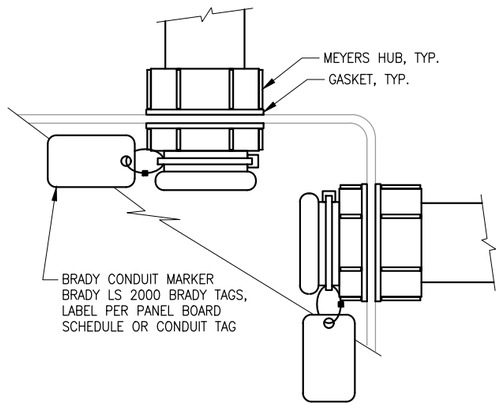


NOTES:

1) CONDUIT SUPPORTS SHALL BE AS SPECIFIED IN SECTION 16050-BASIC MATERIALS AND METHODS.
2) LENGTH OF STRUT AND NUMBER / SIZE OF CONDUIT CLAMPS PER INSTALLATION REQUIREMENTS.

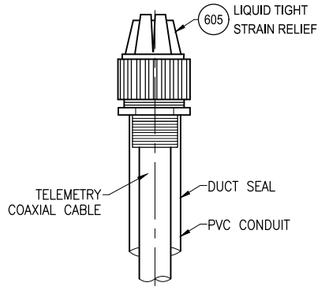
CONDUIT SUPPORT

601



CONDUIT DETAIL, OUTDOORS OR DAMP LOCATION

602



ANTENNA CONDUIT END

606

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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DSGN: C.O.DICKINSON
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APVD: D.K.HAMMANN

VERIFY SCALE
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

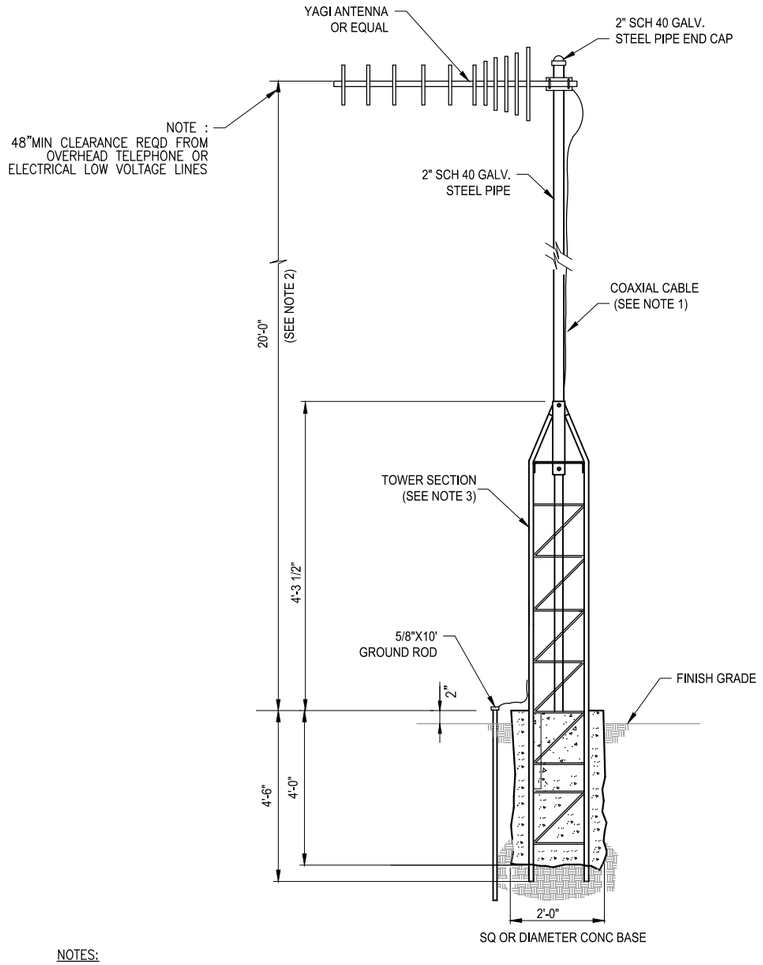
PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

STANDARD DETAILS - ELECTRICAL

DWG NO.	SHEET
33	ED-01
OF	PROJ. NO.
34	400-084.01
DATE	
NOVEMBER 1, 2021	

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_ED_01-MULTI.dwg; Plotted @: 11/4/2021 2:05:05 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS



NOTES:

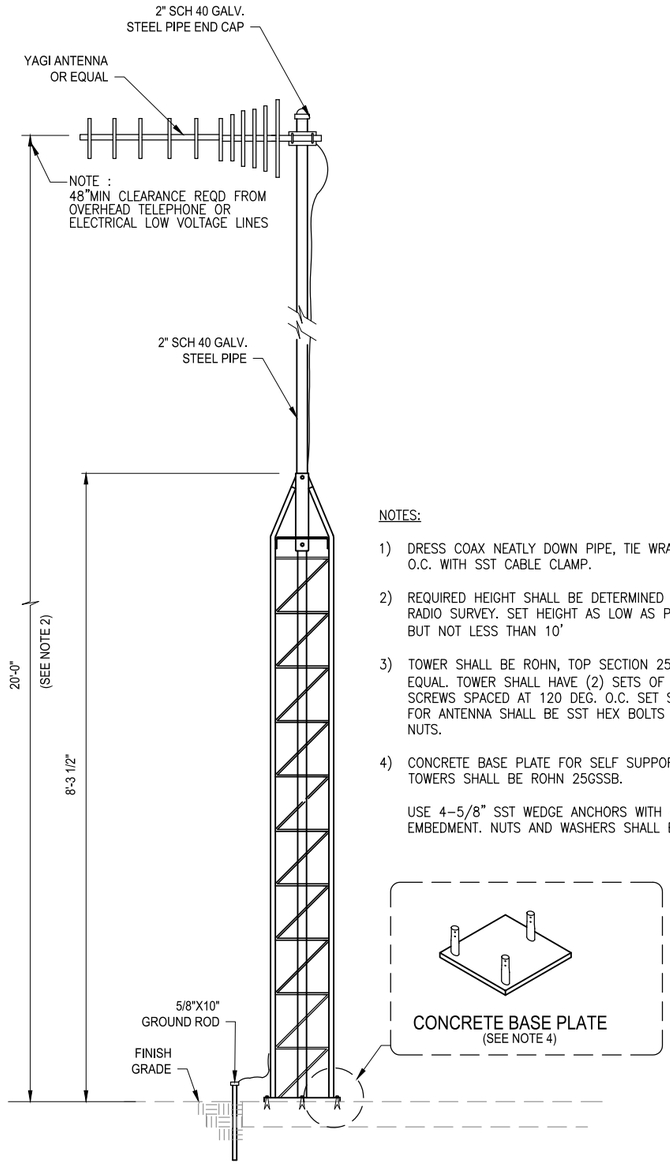
1) DRESS COAX NEATLY DOWN PIPE, TIE WRAP 1'–0" O.C. WITH SST CABLE CLAMPS.

2) REQUIRED HEIGHT SHALL BE DETERMINED BY FIELD RADIO SURVEY. SET HEIGHT AS LOW AS POSSIBLE BUT NOT LESS THAN 10'

3) TOWER SHALL BE ROHN, TOP SECTION 25AG5 OR EQUAL. TOWER SHALL HAVE (2) SETS OF (3) SET SCREWS SPACED AT 120 DEG. O.C. SET SCREWS FOR ANTENNA SHALL BE SST HEX BOLTS AND NUTS.

ANTENNA DETAIL

606A



NOTES:

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3) TOWER SHALL BE ROHN, TOP SECTION 25AG5 OR EQUAL. TOWER SHALL HAVE (2) SETS OF (3) SET SCREWS SPACED AT 120 DEG. O.C. SET SCREWS FOR ANTENNA SHALL BE SST HEX BOLTS AND NUTS.

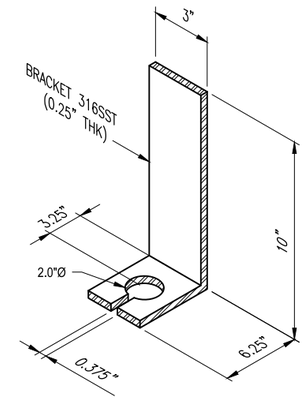
4) CONCRETE BASE PLATE FOR SELF SUPPORTING TOWERS SHALL BE ROHN 25GSSB.

   USE 4–5/8" SST WEDGE ANCHORS WITH 4" EMBEDMENT. NUTS AND WASHERS SHALL BE SST.

ANTENNA DETAIL

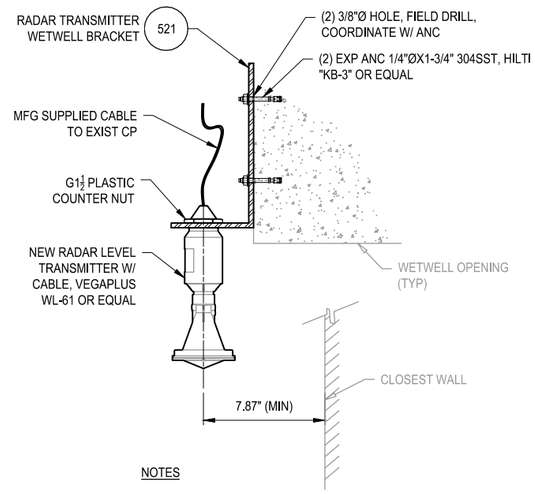
606B

NOTES:
1) WETWELL BRACKET, 1/4" THICK 316 STAINLESS STEEL.
2) FIELD LOCATED AND DRILLED MOUNTING HOLES.



RADAR TRANSMITTER WETWELL BRACKET

607



NOTES

1) COORDINATE LEVEL TRANSDUCER MOUNTING LOCATION WITH OWNER.

2) PROVIDE 316 S.S. TRANSDUCER MOUNTING BRACKET AS RECOMMENDED BY MANUFACTURER.

3) AVOID MOUNTING TRANSDUCER ON TOP OF INVERT PIPE.

4) USE EXISTING CONDUIT FROM WETWELL TO CONTROL PANEL.

RADAR LEVEL TRANSDUCER

608

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE # 50589

VILLAGE OF PALM SPRINGS

PUMP STATION SCADA UPGRADES

BID NUMBER: 2022B-003

STANDARD DETAILS - ELECTRICAL

DWG NO. 34 OF 34
SHEET ED-02
PROJ. NO. 400-084.01
DATE NOVEMBER 1, 2021

File name: C:\Civil 3D Projects\400-084.01_Pump Station SCADA Upgrades\01_Working\400-084.01_ED_01-MULTI.dwg; Plotted @: 11/4/2021 2:05:07 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: BID DOCUMENTS

PART 5

SPECIFICATIONS

SECTION 01005

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Written and drawn Work specified in these Contract Documents are the sole responsibility of the CONTRACTOR.

B. Provide materials, equipment, and incidentals necessary for proper completion of the Work required by the Specifications and as shown on the Drawings, using qualified labor and supervision.

C. Summary of Work can be found in Section 01010 - Summary of Work. Obtain and pay for required permits. Perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the ENGINEER and OWNER, and in strict accordance with the Contract Documents. Clean up the work and maintain it during and after construction, until accepted, perform work and pay costs incidental thereto. Repair or restore structures and property that may be damaged or disturbed during performance of the work.

D. The cost of incidental work described in these GENERAL REQUIREMENTS, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.

E. Provide and maintain such modern plant, tools, and equipment as may be necessary, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used.

F. The CONTRACTOR is solely responsible for the adequacy of his workmanship, materials, and equipment, prior review of the ENGINEER notwithstanding.

1.02 WORK TO BE PERFORMED BY OTHERS

A. During the construction period for this project, the OWNER (either with his own forces or under a separate contract) may be performing work that will require the cooperation of the CONTRACTORs in scheduling and coordination to avoid conflicts.

1.03 PROGRESS OF PIPELINE CONSTRUCTION

A. Perform Work in a systematic manner so that a minimum of inconvenience will result to the public in the course of construction. It is, therefore, necessary to confine operations to as small a length of work area per crew as is practical. Normally, the trenching equipment shall not be farther than 200 feet ahead of each pipe-laying crew or such distance as necessary to provide maximum safety. Backfill the trench so no section of properly laid pipe is left uncovered longer than is absolutely necessary. The safety conditions of open excavations shall be the CONTRACTOR's responsibility. Completely

backfill and clean up after each section of pipe has been inspected and approved.

1.04 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

A. Public utility installations and structures shall be understood to include poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes, other appurtenances, and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms, and corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, cable TV, sewerage collection, drainage collection, potable water, irrigation water, and other public and private property which may be affected by the work shall be deemed included hereunder.

B. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the CONTRACTOR to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

C. Protect public utility installations and structures from damage during the work. Arrange construction operations as to avoid damage to these facilities. Provide required protective devices and construction including but not limited to temporary pipe supports at CONTRACTOR expense. Repair existing public utilities damaged by the CONTRACTOR which are shown on the Plans or have been located in the field by the utility, at CONTRACTOR expense, as directed by the ENGINEER. No separate payment shall be made for such protective devices or repairs to public utility installations or structures.

D. The CONTRACTOR is solely and directly responsible to the OWNER and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, and claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

E. Neither the OWNER nor its officers or agents will be responsible to the CONTRACTOR for damages as a result of the Contractor's failure to protect utilities encountered in the work.

F. Public utility installations or structures owned or controlled by the OWNER or another governmental body which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefore.

G. Where public utility installations or structures owned or controlled by the OWNER, another governmental body or public agency are encountered during the course of the work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the ENGINEER, removal, relocation, replacement, or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be

ordered, in writing by the utility for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the CONTRACTOR, it will be paid for as extra work as provided in the Agreement.

H. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is granted.

I. During performance of the work employ approved methods, exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, and destruction of public utility installations and structures, avoid unnecessary interference with, or interruption of, public utility services, and cooperate fully with the OWNERs thereof to that end.

J. Perform maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as specified, by methods approved by the owner of the utility.

K. Provide written notice to OWNER and other governmental utility departments and other OWNERs of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the following utility companies:

Name of Utility	Responsible Authority	Telephone No.
Sunshine State One Call of Florida, Inc.	General Utility Location	(800) 432-4770

1.05 TEMPORARY SHUTDOWN OF EXISTING OPERATIONS AND UTILITIES

A. Connections to existing services or utilities, or other work that requires the temporary shutdown of any existing operations or utilities shall be planned in detail with appropriate scheduling of the Work and coordinated with the OWNER or ENGINEER. The approved schedule for shutdown or restart shall be indicated on the CONTRACTOR's Progress Schedule, and advance notice shall be given in order that the OWNER or ENGINEER may witness the shutdown, tie-in and startup and coordinate with affected people.

B. Materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the shutdown of existing services or utilities.

1.06 INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground or underground. An attempt has been made to show major structures on the Drawings. The completeness and accuracy of information shown cannot be guaranteed, and it is presented simply as a guide to avoid know possible difficulties.

B. Protect underground and above ground existing structures from damage, whether or not they lie within the limits of the existing right-of-way and/or additional right-of-way and easements obtained by the OWNER. Where such existing fences, gates, barns, sheds, buildings or any other structure must be removed during construction, restore to their original condition to the satisfaction of the property owner involved at the CONTRACTOR's own expense. Notify the ENGINEER of any damaged underground structure and make repairs or replacements before backfilling.

C. Without additional compensation, the CONTRACTOR may remove and replace in a condition good as or better than original, such small miscellaneous structures as fences, mailboxes and signposts that interfere with the CONTRACTOR's operations.

1.07 FIELD RELOCATION

A. During the progress of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by direction of the ENGINEER. If existing structures are encountered which prevent the construction, and which are not properly shown on the drawings, notify the ENGINEER before continuing with the construction in order that the ENGINEER my make such field revisions as necessary to avoid conflict with the existing structures. If the structure is encountered, and shall proceed with the construction despite this interference, he shall do so at his own risk.

1.08 EASEMENTS

A. Where portions of the work are located on public or private property, easements and permits will be obtained by the OWNER. Easements will provide for the use of property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the OWNER. It shall be the CONTRACTOR's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement or permit. The CONTRACTOR shall confine his construction operations to within the easement limits or street right-of-way limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the OWNER, shall be the responsibility of the CONTRACTOR as specified herein. The CONTRACTOR shall remove, protect and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the ENGINEER, the CONTRACTOR will be required to furnish the OWNER with written releases from property owners or public agencies where side agreements or special easements have been made by the CONTRACTOR of where the CONTRACTOR's operations, for any reason, have not been kept within the construction right-of-way obtained by the OWNER.

B. It is anticipated that the required easements and permits will be obtained before construction is started. However should the procurement of any easement or permit be delayed, the CONTRACTOR shall schedule and perform the work around these areas until such time as the easement or permit has been secured.

1.09 LAND MONUMENTS

A. Notify the ENGINEER of any existing federal, state, county, city and private land monuments encountered. Private monuments that are within 5 feet of the trench centerline shall be preserved, or replaced by a licensed surveyor at the CONTRACTOR's expense. Notify the ENGINEER when government monuments are encountered at least 2 weeks in advance of the proposed construction in order that the ENGINEER will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

1.10 DRAWINGS AND SPECIFICATIONS

A. Drawings

The Drawings referred to in the Contract Documents bear the general project name and number as shown in the Invitation to Bid.

When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

B. Copies furnished to CONTRACTOR

After the Contract has been executed, the contractor will be furnished with three (3) sets of paper prints, the same size as the original drawings and three (3) copies of the Specifications. Additional copies of the Plans and Specifications, when requested, may be furnished to the CONTRACTOR at cost of reproduction.

The CONTRACTOR shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work.

C. Supplementary Drawings

When, in the opinion of the ENGINEER, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the ENGINEER and five (5) paper prints thereof will be given to the CONTRACTOR.

The Supplementary Drawings shall be binding upon the CONTRACTOR with the same force as the Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the OWNER or compensation therefor to the CONTRACTOR shall be subject to the terms of the Agreement.

D. CONTRACTOR To Check Drawings and Data

Verify all dimensions, quantities and details shown on the Drawings, Supplementary Drawings, schedules, Specifications or other data received from the ENGINEER, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the ENGINEER, should such errors or omissions be discovered. All schedules are given for the convenience of the ENGINEER and the CONTRACTOR and are not guaranteed to be complete. The CONTRACTOR shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications

Each Technical Specification Section consists of three parts: General, Products and Execution. The General part contains General Requirements which govern the Work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

F. Intent

All work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

1.11 MATERIALS AND EQUIPMENT

A. General

Materials and equipment to be incorporated in the Work must be new and unused. The use of reconditioned or refurbished materials and equipment will not be allowed.

B. Manufacturer

The names of proposed manufacturers, material men, suppliers and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the ENGINEER for review as early as possible, to afford proper investigation and checking. Such review must be obtained before Shop Drawings will be checked. No manufacturer will be acceptable to furnish any materials under this Contract unless it shall be of good reputation and have a plant of ample capacity. Manufacturers shall, upon the request of the

ENGINEER, be required to submit evidence that it has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.

All transactions with the manufacturers or subcontractors shall be through the CONTRACTOR, unless the contractor shall request, in writing to the ENGINEER, that the manufacturer or subcontractor deal directly with the ENGINEER. Any such transactions shall not in any way release the CONTRACTOR from his full responsibility under this Contract.

Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service shall be made by the same manufacturer.

C. Delivery

Deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. Also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related CONTRACTOR.

D. Tools and Accessories

Unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Furnish spare parts as specified.

Provide with each piece of equipment a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

E. Installation of Equipment

Have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Erect equipment in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Drawings. Correctly align, level, and adjust equipment for satisfactory operation and install so that proper and necessary connections can be made readily between the various units.

F. Service of Manufacturer's ENGINEER

The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the CONTRACTOR, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by the OWNER, such engineer or

superintendent shall make all adjustments and tests required by the ENGINEER to prove that such equipment is proper and in satisfactory operating condition, and shall instruct such personnel as may be designated by the OWNER in the proper operation and maintenance of such equipment.

1.12 INSPECTION AND TESTING

A. General

Inspection and testing of materials will be performed by a representative of the OWNER unless otherwise specified.

For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five copies of the reports shall be submitted and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.

If, in the making of any test of any material or equipment, it is ascertained by the ENGINEER that the material or equipment does not comply with the Contract, the CONTRACTOR will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the OWNER.

Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

The CONTRACTOR shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the OWNER formally takes over the operation thereof.

B. Costs

Inspection and testing of materials furnished under this Contract will be performed by the OWNER or duly authorized inspection engineers or inspection bureaus without cost to the CONTRACTOR, unless otherwise expressly specified.

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the CONTRACTOR and such costs shall be deemed to be included in the Contract price.

Materials and equipment submitted by the CONTRACTOR as the equivalent to those specifically named in the Contract may be tested by the OWNER for compliance. The CONTRACTOR shall reimburse the OWNER for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Inspection of Materials

Give notice in writing to the ENGINEER, sufficiently in advance of intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the ENGINEER will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the CONTRACTOR that the inspection will be made at a point other than the point of manufacture, or he will notify the CONTRACTOR that inspection will be waived. The CONTRACTOR must comply with these provisions before shipping any material. Such inspection shall not release the CONTRACTOR from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

When inspection is waived or when the ENGINEER so requires, the CONTRACTOR shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Shop Tests of Operating Equipment

Test each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract documents. No such equipment shall be shipped to the work until the ENGINEER notifies the CONTRACTOR, in writing, that the results of such tests are acceptable.

Five copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the ENGINEER for approval.

The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the CONTRACTOR.

F. Preliminary Field Tests

As soon as conditions permit, provide materials, equipment, and incidentals necessary for proper completion of the preliminary field tests of equipment, using qualified labor and supervision. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The supplier and furnishing contractor shall assist in the preliminary field tests as applicable.

G. Final Field Tests

Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

Provide materials, equipment, fuel, energy, water, and incidentals necessary for proper completion of the acceptance tests and final field tests required by the Specifications and as shown on the Drawings, using qualified labor and supervision.

H. Failure of Tests

Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the CONTRACTOR by replacements or otherwise. The decision of the ENGINEER as to whether or not the CONTRACTOR has fulfilled his obligations under the Contract shall be final and conclusive. If the CONTRACTOR fails to make these corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees or specified requirements, the OWNER, notwithstanding its partial payment for work, and materials and equipment, may reject the materials and equipment and may order the CONTRACTOR to remove them from the site at his own expense.

If the failure during testing is fully or partly due to the equipment provided by the CONTRACTOR, as determined by the ENGINEER, the Furnishing CONTRACTOR shall make all required improvements at no cost to the OWNER.

In case the OWNER rejects any materials and equipment, then the CONTRACTOR shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the OWNER may, after the expiration of a period of thirty (30) calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the CONTRACTOR under his Contract.

The OWNER agrees to obtain other equipment within a reasonable time and the CONTRACTOR agrees that the OWNER may use the equipment furnished by him without rental or other charges until the new equipment is obtained.

I. Final Inspection

During such final inspections, the work shall be clean and free from water. In no case will the final estimate be prepared until the CONTRACTOR has complied with all requirements set forth and the ENGINEER has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract documents.

1.13 TEMPORARY STRUCTURES

A. Responsibility for Temporary Structures

In accepting the Contract, the CONTRACTOR assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the OWNER and ENGINEER from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.14 TEMPORARY SAFETY SERVICES

A. Accident Prevention

Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. Comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 910-596), and under Section 107 of the contract Work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

B. First Aid

Keep at each location where work is in progress, a completely equipped first aid kit and provide ready access thereto at all times when men are employed on the work.

1.15 TRAFFIC MAINTENANCE AND SAFETY

A. Comply with all rules and regulation of the state, county and city authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the OWNER. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

B. Where traffic will pass over trenches after they are backfilled and before they are paved, the top of the trench shall be maintained in a condition that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Cleanup operations shall follow immediately behind backfilling and the work site shall be kept in an orderly condition at all times.

C. When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic-control devices.

1.16 PROTECTION OF PROPERTY

A. Protect stored materials, cultivated trees and crops and other items located adjacent to the proposed work. Notify property owners affected by the construction at least 48 hours in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 8 hours, unless the CONTRACTOR has made special arrangements with the affected persons.

1.17 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the OWNER's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access and at no time prevent such access.

B. The CONTRACTOR shall lease a night emergency telephone number or numbers with the police department so that contact may be made easily at all times in case of barricade and flare trouble or other emergencies.

C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the U.S. Postal Service and at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

1.18 SITE RESTORATION AND CLEANUP

A. At all times during the work, keep the premises clean and orderly and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

B. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property or on state, county or city rights-of-way. Remove all excavated materials from grassed and planted areas and leave these surfaces in a condition equivalent to their original conditions.

C. All existing drainage ditches and culverts shall be reopened and graded and natural drainage restored. Restore culverts broken or damaged to their original condition and location.

D. Upon completion of pipe laying and backfilling operations, hand-rake and drag all former grassed and planted areas leaving all disturbed areas free from rocks, gravel, clay or any other foreign materials and ready, in all aspects, for planting. The finished surface shall conform to the original surface and shall be free-draining and free from holes, ruts, rough spots or other surface features detrimental to a seeded area.

E. No trees, except those specifically shown on the Drawings to be removed, shall be removed without the express approval of the ENGINEER. Removed trees will be disposed of off the work site by the CONTRACTOR.

F. Originally seeded areas outside dedicated rights-of-way or easements shall be fertilized and reseeded with first-quality seed or planted with new sod as approved by the property owner. All ground preparation, reseeding and sodding shall be done in accordance with the best accepted practices for lawn planting. The CONTRACTOR shall be responsible for obtaining a satisfactory grass turf acceptable to the property owner.

G. Thoroughly clean all spilled dirt, gravel or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation.

1.19 PRESERVATION OF IRRIGATION AND DRAINAGE DITCHES

A. Arrange schedules so that construction will not interfere with the irrigation of cultivated lands or pasturelands. Construction may proceed during the irrigation season provided the CONTRACTOR constructs, at his own expense, temporary irrigation ditches, turnouts and miscellaneous structures acceptable to the owner of the property.

B. After backfilling of the trenches, restore all irrigation and storm drain ditches destroyed, damaged or otherwise modified during construction to a condition equivalent, in the opinion of the ENGINEER, to the condition of the ditch before construction. Ditches to be reconstructed shall be built in their original locations.

1.20 LINES AND GRADES

A. Grade

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the ENGINEER. The full responsibility for keeping alignment and grade shall rest upon the CONTRACTOR.

B. Surveys

Furnish and maintain stakes and other such materials, and give such assistance, including qualified helpers, as may be required by the ENGINEER for setting reference marks. Check such reference marks by such means as deemed necessary and, before using them, call the ENGINEER's attention to any inaccuracies. Establish all working or construction lines and grades as required from the reference marks set by the ENGINEER, and be solely responsible for the accuracy thereof. Lines and grades are subject to the check and review of the ENGINEER.

Keep the ENGINEER informed a reasonable time in advance as to need for line and grade reference marks, in order that they may be furnished and all necessary measurements made for record and payment with the minimum of inconvenience to the ENGINEER or of delay to the CONTRACTOR.

It is the intention not to delay the Work for the establishment of reference marks but, when necessary, working operations shall be

suspended for such reasonable time as the ENGINEER may require for this purpose.

C. Safeguarding Marks

Safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks. Safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, bear the cost of reestablishing them if disturbed or destroyed.

D. Datum Plane

All elevations indicated or specified refer to the North American Vertical Datum of 1988 (NAVD 88) unless noted otherwise.

E. Refer to Section 01050 - Field Engineering.

1.21 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

During the prosecution of the work, put up and maintain, at all times, such barriers and lights as will effectually prevent accidents. Provide suitable barricades, yellow lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.

B. Noise

Eliminate noise to as great as extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. Strictly observe all local regulations and ordinances covering noise control.

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient prosecution of the work requires operations during these hours, written permission of the ENGINEER shall be obtained before starting such items of the work.

C. Access to Public Services

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

D. Dust Prevention

Give all unpaved streets, roads, detours or haul roads used in the construction area an approved dust-preventative treatment or

periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be strictly enforced.

1.22 CUTTING AND PATCHING

A. Do all cutting, fitting or patching of this portion of the Work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the ENGINEER and in accordance with the Drawings and Specifications. The Work must be done by competent workmen skilled in the trade required by the restoration.

1.23 CLEANING

A. During construction of the Work, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and remove same from any portion of the site if, in the opinion of the ENGINEER, such material, debris, or rubbish constitutes a nuisance or is objectionable.

Remove from the site all surplus materials and temporary structures when no further need therefore develops. Clean up all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages of such spills.

B. Final Cleaning

At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away, and remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

Thoroughly clean all equipment and materials installed and deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.24 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion

1. Arrange operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.

2. Remove any siltation deposits and correct any erosion problems as recommended by the ENGINEER which results from the construction operations.

B. Protection of Wetland Areas

Properly dispose of all surplus material, including spoil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Regulation.

C. Existing Facilities

The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of

operations for maintaining existing facilities in service during construction shall be as described in the Specific Provisions.

D. Use of Chemicals

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfection, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

E. Use of Explosives

The use of any type of explosive to carry out any portion of the work is strictly prohibited.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK INCLUDED

A. CONTRACTOR shall provide all labor, materials, equipment, incidentals, engineering, fabrication, delivery, installation, testing, and other pertinent work to complete and make operable the proposed SCADA System Improvements and associated work in accordance with the Contract documents.

B. Furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

C. Perform the work complete, in place, and ready for continuous service, and include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR whether specifically indicated in the Contract Documents or not.

E. Comply with all Municipal, County, State, Federal, and other codes which are applicable to the proposed construction work.

1.02 GENERAL DESCRIPTION OF WORK

A. The project consists of the implementation of Supervisory Control and Data Acquisition (SCADA) systems at fourteen (14) pump station locations owned and operated by the Village of Palm Springs.

1.03 DETAILED DESCRIPTION OF COMPONENTS

A. Preliminary site investigation (inclusive of radio frequency survey(s)).

B. Prepare and provide design/shop drawing submittals for all work components.

C. Design, construction and startup of SCADA system improvements at fourteen (14) existing sanitary pump station sites inclusive of all components, I/O, electrical, and necessary appurtenances per the Contract Documents and approved submittal..

D. Provide all specified record drawings, photographs, and other record documents.

E. Provide all surface restoration work and site cleanup in order to return the installation site(s) to conditions existing prior to mobilization of CONTRACTOR’s personnel. This will include repairs

and/or replacement of existing asphalt roadway, concrete pavement, sod, fencing and general cleanup of areas impacted by the CONTRACTOR's work.

F. All other required work whether implied or incidental to the proper completion of the project.

1.04 CONTRACT TIME

A. Contract times as specified in the Bid form and Agreement are as follows:

1. Substantial Completion = 300 calendar days from Notice to Proceed.
2. Final Completion = 330 calendar days from Date of Substantial Completion.

1.05 ALLOWANCES

A. The CONTRACTOR shall include in the Bid, the Lump Sum allowances itemized below to establish a fund which shall be used only by the CONTRACTOR with the specific approval of the ENGINEER to pay the cost of items not called for in these Specifications which cannot be anticipated at the time of Bidding. Payment for items of allowance shall be made in accordance with Article 11 of the General Conditions. Any unused balance of allowance shall revert to the OWNER upon completion of the Work.

BID ITEM	DESCRIPTION	AMOUNT
	Miscellaneous Work Allowance	$50,000.00
	TOTAL	$50,000.00

B. Additional contract time for providing miscellaneous work shall be as requested by CONTRACTOR and as approved by OWNER and ENGINEER.

1.06 PERMITS

A. The OWNER has obtained permits for the design and construction of these facilities from the following agencies:

1. None.

B. Pursuant to the Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must apply for, obtain and pay prior to or during this project are as follows:

1. None required. Control Maintenance Project.

1.07 SPECIAL PROJECT CONSIDERATIONS

A. CONTRACTOR shall maintain existing pump station(s) capability for OWNER at all times via proposed or existing systems.

B. Temporary shutdowns of existing pump station(s) capabilities may be required for connections to existing facilities. CONTRACTOR shall

coordinate these requirements with the OWNER a minimum of 48 hours in advance.

C. VILLAGE shall provide bypass pumping, if required.

1.08 ALTERNATE ITEMS

A. The OWNER may require the following alternate items in the event they become necessary for the successful completion of this project:

1. None.

B. Alternate item(s) shall not be included or utilized in the bid evaluation process. If alternates are to be accepted, they will be added prior to the recommendation of award based on available funding at the time.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.01 WORK INCLUDED

A. The ENGINEER shall schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work. ENGINEER shall also:

1. Prepare agenda for meetings.
2. Make physical arrangement for meetings.
3. Preside at meetings.
4. Prepare and distribute minutes of the meetings.

B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. The CONTRACTOR shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00200 - Instructions to Bidders.

B. Section 01300 - Submittals.

C. Section 01720 - Project Record Documents.

1.03 PRECONSTRUCTION CONFERENCE

A. Schedule a preconstruction meeting no later than 20 days after date of Notice to Proceed.

B. Location: A central site, convenient for all parties, designated by the ENGINEER.

C. Attendance:
1. OWNER's Representative.
2. ENGINEER and his Professional Consultants.
3. Resident Project Representative.
4. CONTRACTOR's Superintendent.
5. Major subcontractors.
6. Major suppliers.
7. Utilities.
8. Others as appropriate.

D. Suggested Agenda:
1. Distribution and discussion of:
   a. List of major subcontractors and suppliers.
   b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.

a. Designation of responsible personnel.

5. Procedures and processing of:
   a. Field orders.
   b. Requests for Information (RFI).
   c. Requests for Proposal (RFP).
   d. Submittals.
   e. Change Orders.
   f. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
   a. Office, work and storage areas.
   b. OWNER's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Housekeeping procedures.
12. Check of required Bond and Insurance certifications.
13. Liquidated damages.
14. Request for a weekly job meeting for all involved.
15. Laboratory testing of material requirements.
16. Inventory of material stored on site provision.
17. Other Items as applicable.

1.04 PROGRESS MEETINGS

A. ENGINEER will schedule and administer Project meetings throughout progress of the Work at maximum monthly intervals, specially called meetings and pre-installation conferences.

B. ENGINEER will make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to ENGINEER, participants, and those affected by decisions made at meetings.

C. Location: Project field office of CONTRACTOR or ENGINEER or a central site convenient to all parties.

D. Attendance:
   1. ENGINEER, and his professional consultants as needed.
   2. Subcontractors as appropriate to the agenda.
   3. Suppliers as appropriate to the agenda.
   4. Others as appropriate.

E. Suggested Agenda:
   1. Review, approval of minutes of previous meeting.
   2. Review of work progress since previous meeting.
   3. Field observations, problems, conflicts.
   4. Problems which impede Construction Schedule.
   5. Review of off-site fabrication, delivery schedules.
   6. Corrective measures and procedures to regain projected schedule.
   7. Revisions to Construction Schedule.
   8. Progress, schedule, during succeeding work period.
   9. Coordination of schedules.
   10. Review submittal schedules; expedite as required.
   11. Maintenance of quality standards.
   12. Pending changes and substitutions.
   13. Review proposed changes for:
      a. Effect on Construction Schedule and on completion date.

b. Effect on other contracts of the Project.

14. Other business.
15. Construction schedule.
16. Critical/long lead items.

F. The CONTRACTOR is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the work, etc.

G. The CONTRACTOR is to provide a current submittal log at each progress meeting in accordance with Section 01300 - Submittals.

1.05 PRE-INSTALLATION CONFERENCES

A. When required in individual specification Section, a pre-installation conference will be arranged prior to commencing work of the Section.

B. Require attendance of entities directly affecting, or affected by, work of the Section.

C. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Prepare and submit construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, and manufacturers' certificates, complete and in accordance with the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00700 - GENERAL CONDITIONS.

B. Section 00800 - Supplementary Conditions.

C. Section 01700 - Contract Closeout.

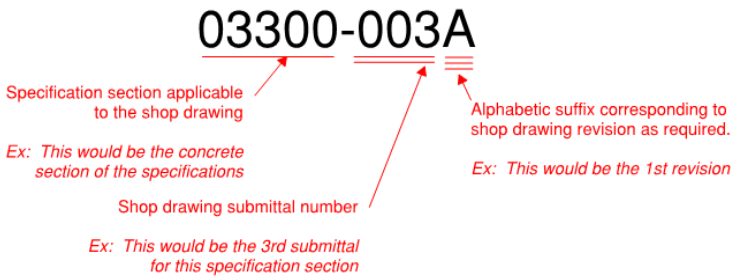
D. Section 01720 - Project Record Documents.

E. Individual Specification Sections: Additional specific requirements for submitted data.

1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal with ENGINEER accepted form. Electronic submittals (via email) are preferred.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.



C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

D. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.

E. Schedule submittals to expedite the Project, and deliver to ENGINEER at Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida 33067 and allow 20 days for review. Electronic submittals shall be emailed to Eckler Engineering's project manager for review.

F. If submittal documents/shop drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. Failure to describe such variations does not relieve the CONTRACTOR of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

G. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
   1. Number and title of the drawing.
   2. Date of drawing or revision.
   3. Name of project building or facility.
   4. Name of contractor and subcontractor submitting drawing.
   5. Clear identification of contents and location of the work.
   6. Specification title and number.
   7. Specification Section.
   8. Applicable Drawing Number.

H. Revise and resubmit submittals as required; identify all changes made since previous submittal.

I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

J. Requirements in this Section are in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule in triplicate within 15 days after date established in the Notice to Proceed for ENGINEER review.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the OWNER and under Allowances.

1.05 PROPOSED PRODUCTS LIST

A. Within 30 days after date established in the Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

A. Submit the number of copies which CONTRACTOR requires, plus three copies, which will be retained by ENGINEER (maximum of eight).

B. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Section 01720 - Project Record Documents.

C. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean, in addition to the definition in Section 00705 - GENERAL CONDITIONS, Contractor's drawings plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address, telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

F. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

G. **Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.**

1.07 PRODUCT DATA

A. Submit the number of copies which the CONTRACTOR requires, plus four copies which will be retained by the ENGINEER (with a maximum of eight).

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01720 - Project Record Documents.

1.08 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes in custom colors selected, textures, and patterns for ENGINEER's selection.

C. Include identification on each sample, with full Project information.

D. Submit the number or samples specified in individual specification Sections; one of which will be retained by ENGINEER.

E. Samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Accepted samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the accepted samples. Samples which failed testing or are not accepted will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

1.09 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the work as required to provide and/or coordinate:

1. Quality assurance and control of installation.

2. References.

3. Field samples.

4. Inspection and testing laboratory services.

5. Manufacturers' field services and reports.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01300 - Submittals

1.03 REFERENCE/STANDARDS

A. Conform to reference standards by date of current issue on date for receiving bids.

B. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.05 FIELD SAMPLES

A. Install field samples at the site as required by individual specification Sections for review.

B. Acceptable samples represent a quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by ENGINEER.

1.06 INSPECTION AND TESTING LABORATORY SERVICES

A. OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing of earthwork, concrete, road base, and asphalt.

B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the ENGINEER.

C. Reports will be submitted by the independent firm to the ENGINEER indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Number of signed/sealed reports required and distribution shall be established at preconstruction meeting.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
   1. Notify ENGINEER and independent firm 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for CONTRACTOR's use.

E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. Payment for retesting will be charged to the CONTRACTOR by deducting inspection or testing charges from the Contract Sum/Price.

1.07 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. Submit qualifications of manufacturer's representative to ENGINEER 30 days in advance of required observations. Manufacturer's representative subject to acceptance of ENGINEER.

B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and place equipment into operation as applicable, and to initiate instructions when necessary.

C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Submit report in triplicate within 30 days of observation to ENGINEER for review.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.

B. Temporary Controls: Enclosures and fencing, protection of the Work, and water control.

C. Construction Facilities: Access roads, parking, progress cleaning, and temporary buildings.

D. Some of the items specified herein are not specifically required for the project. However, these items may be provided for the convenience of the CONTRACTOR or as required for proper completion of the Work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02500 - Restoration and Cleanup.

1.03 TEMPORARY ELECTRICITY (AS APPLICABLE)

A. Temporary electrical power service for general construction purposes, as required, is available at site(s) from existing and upgraded and/or new electrical service.

B. Existing permanent convenience receptacles may be utilized during construction for small power tools and lighting local to Work.

C. CONTRACTOR will not be charged for electrical service used.

D. Provide connections to existing facilities, sized to provide service required for power and lighting, as required.

E. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the Site by use of construction type power cords, as required.

F. Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. For connection of power tools and equipment, provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light, as required.

G. Provide grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if more than one length is required.

H. Provide general service incandescent lamps as required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

1.04 TEMPORARY LIGHTING (AS APPLICABLE)

A. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.

B. Maintain lighting and provide routine repairs.

1.05 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 CONFINED SPACE ENTRY REQUIREMENTS

A. CONTRACTOR shall obtain all entry permits and provide all equipment and procedures as required to meet confined space entry requirements in accordance with the following legal authorities:

1. Occupational Safety and Health Act (OSHA), Title 29 CFR 1910.146 "Permit Required Confined Spaces".

2. Florida Statute - Chapter 38 T-20 Section .035. "Hazardous Atmospheres in Confined Spaces".

1.07 TEMPORARY WATER SERVICE (AS APPLICABLE)

A. Provide and maintain suitable quality water service, as required, for construction operations.

B. All water used must be metered by OWNER, but CONTRACTOR will not be charged for the metered water use.

C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

D. Make arrangements with OWNER for obtaining meter.

1.08 TEMPORARY SANITARY FACILITIES (REQUIRED)

A. Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed in a fiberglass or other approved non-absorbent shell.

1.09 TEMPORARY CONSTRUCTION FENCING

A. Construction Fence: Commercial grade chain link fence or bright orange-colored, high density, polyethylene safety fence. Minimum fence height shall be 4 feet.

B. Provide construction fence to secure entire construction area at all times when CONTRACTOR's personnel are not present.

1.10 CONTRACTOR'S FIELD OFFICES AND STORAGE TRAILERS/CONTAINERS

A. Office: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, sanitation facilities, and equipped with sturdy furniture.

B. Provide space for project meetings with table and chairs to accommodate 8 persons.

C. Provide private space (lockable room), desk, chair, and filing cabinet for ENGINEER'S USE.

D. Locate offices and sheds a minimum distance of 30 feet from new structures and proposed underground construction.

E. Recommended location for CONTRACTOR’s office trailer and storage facilities shall be indicated on drawings.

1.11 PARKING

A. Temporary parking areas for CONTRACTOR’s and ENGINEER’s project personnel shall be indicated on Drawings.

1.12 PROJECT IDENTIFICATION (WHEN INDICATED ON DRAWINGS)

A. Provide minimum 6'-6"w x 5'-0"h project sign of exterior grade plywood and wood frame construction, painted, with exhibit lettering by a professional sign painter to ENGINEER's design and colors. Sign shall withstand weathering, fading, and chipping for the duration of construction. General design as required for the project sign shall be as shown on the Drawings.

B. List title of Project, names of OWNER, ENGINEER, professional sub-consultants and CONTRACTOR.

C. Erect on site at location established by OWNER and ENGINEER.

D. No other signs are allowed without OWNER permission except those required by applicable law.

E. Submit sketch of project sign for approval in accordance with Section 01300 - Submittals.

1.13 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

C. Prohibit traffic from landscaped areas.

1.14 FIRE EXTINGUISHERS

A. Provide portable UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide portable UL-

rated Class ABC dry chemical extinguishers or a combination of NFPA recommended Classes for the exposure. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

1.15 PROTECTION OF EXISTING STRUCTURES

A. CONTRACTOR shall provide screens or other such means to prevent splatter of concrete, paint or other such substance from staining or damaging the nearby existing structures, equipment or vehicles.

B. CONTRACTOR shall be responsible for cleaning and repairing all damages caused by overspray.

1.16 FUEL STORAGE

A. All fuel or other such regulated substances stored on site by CONTRACTOR shall be done so in accordance with the rules and regulations of the Palm Beach County Department of Environmental Resources Management.

1.17 CONSTRUCTION DEBRIS DISPOSAL

A. Dumpster and/or roll-off container service shall be provided by local waste hauler franchise.

B. Other lawful debris haul-off (dump trucks) by CONTRACTOR.

1.18 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition.

B. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.

C. Remove waste materials, debris, and rubbish from sites weekly and dispose of at an approved site.

1.19 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Final Inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01505

MOBILIZATION/DEMOBILIZATION

PART 1 GENERAL

1.01 WORK INCLUDED

A. Mobilization shall include obtaining of all permits, insurance, and bonds; moving onto site of equipment; temporary buildings, and other construction facilities; all as required for proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Moving onto site of CONTRACTOR's labor and equipment required for first month's operation.

2. Providing field office trailers with all specified furnishings and utility services and appurtenances, if required by specifications.

3. Providing on-site sanitary facilities, potable water facilities and electrical service, as specified.

4. Submittal of all required insurance certificates, bonds and work progress schedules.

5. Obtaining all required permits.

6. Posting all OSHA required notices and establishment of safety programs.

7. Have CONTRACTOR's superintendent at job site full time.

8. Project identification sign (When required by the Drawings).

B. Demobilization shall include but not be limited to the following principle items:

1. Removal of all temporary construction facilities.

2. Removal of all equipment and excess materials.

3. Cleanup and restoration of the site to conditions existing prior to construction.

1.02 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. CONTRACTOR's attention is directed to the condition that no payment for mobilization/demobilization, or any part thereof, will be recommended for payment under the Contract until all Mobilization/Demobilization items listed above have been completed as specified.

B. As soon as practicable after receipt of Notice to Proceed, CONTRACTOR shall submit a breakdown to ENGINEER for review, which shall show estimated value of each major component of mobilization/demobilization. When reviewed by ENGINEER, breakdown will be basis for initial progress payments in which Mobilization is included.

C. It shall be understood that the Mobilization/Demobilization item on Lump Sum Base Bid Breakdown includes a sum paid by OWNER to CONTRACTOR in recognition of CONTRACTOR's indemnification obligations. CONTRACTOR shall acknowledge payment of such consideration by letter to OWNER.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the work as related to contract closeout procedures, final inspection, CONTRACTOR's closeout submittals and final application for payment.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01720 - Project Record Documents.

B. Individual Sections - Testing and Closeout Requirements.

1.03 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers the Work is substantially complete, he shall submit to the ENGINEER:
   1. A written notice that the Work, or designated portion thereof, is substantially complete.
   2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

C. Should the ENGINEER determine that the Work is not substantially complete:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.
   2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the ENGINEER.
   3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is substantially complete, he will:
   1. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion on NSPE Form 1910-8-D, with a tentative list of items to be completed or corrected before final payment.
   2. After consideration of any objections made by the OWNER as provided in GENERAL CONDITIONS, and when the ENGINEER considers the Work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.04 FINAL COMPLETION

A. When CONTRACTOR considers the Work is complete, he shall submit written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Equipment and systems have been tested in the presence of the OWNER's representative and are operational.

5. Work is completed and ready for final inspection.

B. The ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the ENGINEER consider that the Work is incomplete or defective:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
   2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the Work is complete.
   3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make final closeout submittals.

1.05 REINSPECTION FEES

A. Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
   1. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

A. Evidence of Payment and Release of Liens: To requirements of GENERAL and SUPPLEMENTARY CONDITIONS.

B. Certificate of Insurance for Products and Completed Operations.

C. Consent of Surety for Final Payment.

1.07 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the ENGINEER.

B. Statement shall reflect all adjustments to the contract Sum:
   1. The original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders.
      b. Allowances.
      c. Unit Prices.
      d. Deductions for uncorrected Work.
      e. Penalties and Bonuses.
      f. Deductions for liquidated damages.
      g. Deductions for reinspection payments.
      h. Other adjustments.
   3. Total Contract Sum, as adjusted.
   4. Previous payments.
   5. Sum remaining due.

C. ENGINEER will prepare a final Change Order, reflecting recommended adjustments to the Contract Sum which were not previously made by Change Order(s).

1.08 FINAL APPLICATION FOR PAYMENT

A. ENGINEER shall send written request directing CONTRACTOR to make final application for payment once the following conditions have been met:

1. All work per contract has been satisfactorily completed.

2. All contract closeout deliverables have been submitted by CONTRACTOR and approved by ENGINEER.

3. The requirements of all permits obtained by OWNER and CONTRACTOR have been satisfied.

4. All closeout submittals per Article 1.06 above have been delivered to ENGINEER.

5. Final contract change order has been approved.

B. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Collect, maintain, and provide the required record documents and samples for the project, including record drawings, and construction photographs.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00700 - GENERAL CONDITIONS

B. Section 00800 - Supplementary Conditions.

C. Section 01300 - Submittals.

D. Section 01700 - Contract Closeout

E. Individual Specification Sections: Manufacturer's certificates and certificates of inspections and samples.

1.03 SUBMITTALS

A. At Contract closeout, deliver Record Documents and samples under provisions of Section 01700 - Contract Closeout.

B. Submittal quantities shall be as follows:

1. Final Record Drawings - two (2) sets.
2. Construction photographs - two (2) sets with CD’s.
1. Preconstruction audio/video DVD - two (2) copies.

C. Submittals shall be made in accordance with the requirements of Section 01300 - Submittals.

1.04 DEFINITIONS

A. ZONE OF INFLUENCE: Area in which surface and/or underground facilities or features will be disturbed by progress of work.

1.05 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. In addition to requirements in GENERAL CONDITIONS, maintain at the site for OWNER one record copy of:
1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. ENGINEER's field orders or written instructions.
6. Reviewed shop drawings, product data, and samples.
7. Field test records.
8. Inspection certificates.
9. Manufacturer's certificates.
10. Construction photographs.

B. Store Record Documents and samples apart from documents used for construction. Provide organized, dry, secure storage for Record Documents.

C. Label Record Documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.

E. Keep Record Documents and samples available for inspection by ENGINEER.

1.06 RECORDING (RECORD DATA)

A. Record information on a set of blackline drawings and in a copy of the Contract Documents (Specifications) Book provided by ENGINEER.

B. Provide color marking pens for recording information. Color coding system used shall be approved by ENGINEER. Recommended color coding system as follows:

Green = Deleted Item or Work
Red = Revised Item or Work
Blue = Notation or Clarification

C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
1. Horizontal locations and vertical elevations of bridge and appurtenances, structure corners, paving corners and other site improvements per Section 01050 - Field Engineering.
2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
3. Field changes of dimension and detail of all disciplines.
4. Changes made by Modifications of all disciplines.
5. Details not on original Contract Drawings of all disciplines.
6. References to related shop drawings and Modifications of all disciplines.
7. Show field location and relative elevation of all located existing underground facilities not shown on contract drawings.
8. Show field location and relative elevation confirming all located existing underground facilities shown on drawings.
9. Dimensional changes to drawings.
10. Revisions to details shown on drawings.
11. Depths of foundations.
12. Locations and depths of underground utilities.
13. Revisions to routing of piping and conduits.
14. Revisions to electrical circuitry.
15. Actual equipment locations.
16. Duct size and routing.
17. Locations of concealed internal utilities.
18. Changes made by Change Order or Construction Change Directive.
19. Details not on the original Contract Drawings.
20. Field records for variable and concealed conditions.

21. Record information on the Work that is shown only schematically.
22. In general, document all revisions/modifications to contract documents.

E. Specifications: Legibly mark each item to record actual construction, including:
1. Manufacturer, trade name, and catalog number of each product actually installed, paying particular attention to optional items and substitute items.
2. Changes made by Addenda and Modifications.

F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specification sections.

1.07 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs in color showing the preconstruction conditions, construction progress, and the post-construction conditions.

B. Photographs shall be taken by an experienced photographer.

C. The photographer shall be equipped to take interior/exterior photographs.

D. Photographs shall be taken throughout the construction process and show excavations, piping details, work progress, construction which will ultimately be hidden from view and the final completion. Provide sufficient quantity of photographs to adequately detail construction.

E. Provide two (2) sets of construction photographs. These prints shall measure 3-1/2" x 5". All prints shall be mounted in plastic photographic binders. Also provide two (2) CD’s with all photos.

F. Identify each print with the date, orientation of view, and a description of the view.

G. Deliver CD’s and two sets of prints, all in three-ring binders and sequentially labeled to the ENGINEER upon completion of the project. Binders shall be labeled to indicate project name and number, contractor, owner, engineer and year of project.

1.08 COLOR AUDIO-VISUAL PRECONSTRUCTION RECORD

A. General

1. Prior to commencing work, CONTRACTOR shall have a continuous color audio-video DVD recording taken along entire length of Project to serve as a record of preconstruction conditions. No work shall begin prior to review and acceptance of video covering the work area(s) by ENGINEER. ENGINEER shall have authority to reject all or any portion of the video DVD not conforming to specifications and order that it be redone at no additional charge. CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. ENGINEER shall designate those areas, if any, to be omitted from or added to audio-video coverage. DVD recordings shall not be made more than 90 days

prior to work in any area. All DVD(s) and written records shall become property of OWNER.

2. CONTRACTOR shall engage services of a professional videographer. Color audio-video DVD(s) shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. Electrographer shall furnish to ENGINEER a list of all equipment to be used for audio-video recording, i.e. manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by electrographer is the names and addresses of two references that electrographer has performed color audio-video recording for projects of a similar nature within the last 12 months.

B. Audio-Video DVD(s)

1. Audio-video DVD(s) shall be new. Reprocessed DVD(s) will not be acceptable. The DVD(s) shall be compatible for playback with a standard DVD player, -R or +R format.

C. Equipment

1. All equipment, accessories, materials and labor to perform this service shall be furnished by CONTRACTOR.

2. Total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of imperfection. The audio portion of recording shall reproduce commentary of camera operator with proper volume, clarity and be free from distortion and interruptions.

3. When conventional wheeled vehicles are used, distance from the camera lens to ground shall not be less than 12 feet. In some instances, audio-video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to ENGINEER.

4. Color video camera used in the recording system shall have horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 db ad a minimum illumination requirement of 25 foot-candles.

D. Recorded Information - Audio

1. Each DVD shall begin with current date, project name and municipality (or owner) and be followed by general location, i.e., name of street, house address, viewing side and direction of progress. Audio track shall consist of an original living recording. The recording shall contain the narrative commentary of electrographer, recorded simultaneously with his fixed elevation video record of zone of influence of construction.

E. Recorded Information - Video

1. All video recordings must, by electronic means, display continuously and simultaneously, generated with actual taping,

transparent digital information to include the date and time of recording and station numbers as shown on the Drawings. The date information shall contain the hours, minutes and seconds. Additional information shall be displayed periodically. Such information shall include nut not be limited to project name, contract umber, name of street, house address, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.

2. All recording shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3. The rate of speed in the general direction of travel of the vehicle used during recording shall not exceed 44 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

4. Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs, structures, and headwalls within the area covered.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the work required to prepare and submit operation and maintenance manuals for the project, complete all in accordance with the Contract Documents.

B. Some of the items specified herein are not specifically required for the project. However, these items shall be provided as required for the proper completion of the Work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01010 - Summary of Work.

B. Section 01740 - Warranties and Bonds.

1.03 SUBMITTALS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents prior to substantial completion of Work. ENGINEER will review draft and return one copy with comments.

B. Submit two (2) copies of completed volumes in final form 15 days prior to final completion. Copy will be returned with ENGINEER comments. Revise content of documents as required prior to final submittal.

D. Submit four (4) copies of revised volumes of data in final form within ten days after final completion.

1.04 QUALITY ASSURANCE

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.05 GENERAL FORMAT (EACH VOLUME)

A. Prepare data in the form of an instructional manual.

B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.

D. Arrange content by process flow under section numbers and sequence of Table of Contents of this Project Manual.

E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.06 OPERATION AND MAINTENANCE MANUALS (EACH VOLUME)

A. Provide title of Project; owner's name; names, addresses, and telephone numbers of ENGINEER, subconsultants, and CONTRACTOR with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. Table of Contents: schedule of contents and systems, indexed to each volume.

C. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

D. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

E. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

F. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.07 EQUIPMENT AND SYSTEMS DATA

A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.

C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

D. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

E. Provide servicing and lubrication schedule, and list of lubricants required.

F. Include manufacturer's printed operation and maintenance instructions.

G. Include sequence of operation by controls manufacturer.

H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

I. Provide control diagrams by controls manufacturer as installed. Include coded wiring as installed.

J. Provide CONTRACTOR's coordination drawings, with coded piping diagrams as installed.

K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

M. Additional Requirements: As specified in individual Product specification sections.

N. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.08 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection, instruct OWNER's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the work required to prepare and submit all warranty and bond information required by these Contract Documents.

B. Warranties and bonds required shall be as specified in the individual specification sections and Section 00700 - GENERAL CONDITIONS.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00200 - Instructions to Bidders.

B. Section 00700 - General Conditions.

C. Section 01700 - Contract Closeout.

D. Individual Specification Sections: Warranties required for specific Products or Work.

1.03 FORMAT OF SUBMITTALS

A. Bind in commercial quality, 8-1/2 x 11 three-ring side binders with hardback, cleanable, plastic covers. Provide two copies of completed binders.

B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; date; project owner; name, address and telephone number of CONTRACTOR and ENGINEER.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of these Specifications, with each item identified with the number and title of the specification section in which specified, and the name of the Product or work item.

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

E. Provide dates of beginning and ending of warranty period, bond or service and maintenance contracts.

1.04 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty blank until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.05 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.

B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02500

RESTORATION AND CLEANUP

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers the work necessary to provide and coordinate the restoration and cleanup of areas disturbed during construction.

B. All areas disturbed or damaged during construction shall be restored to conditions existing prior to the work.

C. See GENERAL CONDITIONS and Division 1, General Requirements, which contain information and requirements that apply to the work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. N/A.

1.03 SUBMITTALS

A. Documentation to confirm conformance of materials with the requirements of this specification.

B. Submittals shall be made in accordance with the GENERAL CONDITIONS.

1.04 LIMITS OF RESTORATION

A. All areas disturbed by progress of work and/or CONTRACTOR's operations shall be restored to limits disturbed unless noted otherwise on drawings.

B. Proposed new sidewalks, paving, sod, landscaping, and the like shall be completed as shown on the drawings.

PART 2 PRODUCTS

2.01 CONCRETE PAVEMENT

A. Materials for concrete driveway approaches, sidewalks and curbs shall be as specified in Section 02630 - Concrete sidewalks, Drives and Curbs.

2.02 SOD

A. Sod shall be of firm texture having a compacted growth and good root development. Sod is to contain no weeds or undesirable native grasses and be free from fungus, vermin and diseases. Sod to be not less than two (2) years old.

Provide sod capable of growth and development when planted (viable, not dormant).

B. Sod shall be selected to match the existing varieties and types encountered, as applicable. Sod shall be Bahia for non-irrigated areas and Floratam for irrigated areas.

C. Sod selection shall be approved in field by resident project representative.

2.03 LANDSCAPING

A. All existing landscaping damaged or disturbed by CONTRACTOR shall be replaced in kind by the CONTRACTOR as directed in field by the resident project representative. All such work shall be considered incidental restoration and covered under the work required by this contract.

B. Preconstruction video tape shall be used to assist in landscape restoration requirements.

C. New landscaping improvements shall be as noted on drawings.

2.04 MISCELLANEOUS LANDSCAPING MATERIALS

A. Water

1. Water shall be potable from municipal water supplies or from wastewater reuse system (where available).

B. Fertilizer

1. New ground covers: Fertilize with an approved fertilizer of fifty percent (50%) or greater organic 6-6-6 or 8-8-8 with minor elements including, but not limited to, iron, zinc and manganese.

2.05 CLEANING MATERIALS

A. Use materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only materials and methods recommended by manufacturer of material or equipment being cleaned.

PART 3 EXECUTION

3.01 CONCRETE PAVEMENT RESTORATION

A. Restore concrete drives, sidewalks and curbs as shown on the Drawings and specified in Section 02630 - Concrete Sidewalks, Driveways and Curbs.

3.02 SODDING

A. Sod shall be placed as indicated on Drawings or to the extent to achieve the conditions existing prior to the work. General sod limits are as follows:

1. All unpaved areas disturbed within the project site shall be prepared and sodded as specified herein.

2. Other areas indicated on drawings within the project site shall be prepared and sodded as specified herein.

B. Properly prepare subgrade prior to placing sod. Remove excess materials, hand rake and level as necessary to place sod evenly and at grades to match adjacent existing surfaces. Finish sod installation shall provide unimpeded sheet flow of surface water drainage.

C. Lay sod to form a solid mass with tight-fitting joints. Butt ends and sides of sod strips. Do not overlap. Stagger strips to offset joints in courses. Tamp or roll sod lightly to insure uniform contact with subgrade. Fill minor cracks between pieces of sod with sifted soil.

D. Where necessary to prevent slippage of new installed sod, peg or pin sod securely using 1" x 1" x 6" wood pegs, driven flush with top of sod.

E. Water sod thoroughly with a fine spray immediately after installation.

F. Do not install sod on Friday, Saturday or Sunday, unless provisions are made to water manually or automatically.

3.03 LANDSCAPING RESTORATION

A. All landscaping that has been disturbed or damaged shall be replaced to match existing. The restoration work shall be as per directions of the resident project representative.

3.04 IRRIGATION SYSTEM RESTORATION

A. Repair existing sprinkler heads, irrigation equipment and piping at the existing site to conditions and coverage existing prior to work. Materials shall be as specified in Section 15400 - Plumbing.

3.05 CLEANING

A. In addition to removal of debris and cleaning specified in other sections, clean interior and exterior exposed-to-view surfaces.

B. Remove temporary protection and labels not required to remain.

C. Clean finishes free of dust, stains, films and other foreign substances.

D. Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.

E. Clean surfaces of equipment; remove excess lubrication.

F. Clean ventilating louvers of dust and debris.

G. Maintain cleaning until Final Completion.

H. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

3.06 SOD AND LANDSCAPING MAINTENANCE

A. CONTRACTOR shall be responsible for maintaining all newly sodded areas and new landscaping through final completion of the project. Maintenance shall include but not be limited to irrigation and mowing.

B. CONTRACTOR may make arrangements with the individual property owners to complete landscaping maintenance. However, CONTRACTOR shall remain responsible for landscaping maintenance through final completion.

C. All sod or other landscaping improvements found dead prior to final completion shall be replaced by CONTRACTOR at no additional cost to the OWNER.

3.07 RESTORATION REQUIREMENTS (GENERAL)

A. Remove all debris generated by work from site.

B. Restore all existing paved areas (to remain) that are impacted by work in accordance with standard details as applicable.

C. Pave all areas as indicated by the drawings.

D. Sod all lawn areas disturbed by work in accordance with these specifications.

E. Provide new landscaping improvements as noted on the drawings.

F. Where applicable, repair existing sprinkler heads, irrigation equipment and piping at the site to conditions and coverage existing prior to work. Materials shall match existing. Existing sprinkler heads shall be reused.

END OF SECTION

SECTION 03300

CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

A. This section covers all work necessary for providing, testing and placing ready mix concrete.

B. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01400 - Quality Control.

1.03 REFERENCE STANDARDS, CODES AND SPECIFICATIONS (AS REFERENCED IN FLORIDA BUILDING CODE))

A. ACI 214 “Guide to Evaluation of Strength Test Results of Concrete”.

B. ACI 318 "Building Code Requirement for Reinforced Concrete".

C. ASTM C31 "Standard Method for Making and Curing Concrete Compressive and Flexure Test Specimens in the Field".

D. ASTM C33 "Standard Specification for Concrete Aggregates".

E. ASTM C94 "Standard Specification for Ready-Mix Concrete".

1.04 SUBMITTALS

A. Submittals shall be in accordance with Section 01300 - Submittals and shall include the following:

1. Concrete mix designs and trial mix laboratory reports.
2. Manufacturer's certification of admixtures.
3. Contractor's schedule and sequence of placement.
4. All Test Results.
5. Drawings showing locations of construction joints.

1.05 QUALITY ASSURANCE

A. Submit certificates of mill reports on all foreign cements for review by ENGINEER before batching concrete.

B. Secure the services of a reputable manufacturer for counseling regarding the use of any specified admixture.

C. The ENGINEER shall have access to and have the right to inspect all batch plants, cement mills, and supply facilities of suppliers, manufacturers, subcontractors, and contractors providing products included in these Specifications. Batch plants shall have current certification that all weighing scales have been tested and are within the tolerances as set forth in the National Bureau of Standards Handbook No. 44.

1.06 CERTIFICATION

A. Submit batch delivery tickets to the ENGINEER in compliance with and in accordance to ASTM C94.

1.07 TESTING

A. Performed by an acceptable Engineering Laboratory at OWNER's expense. CONTRACTOR shall assist in the collection of samples. Any retests shall be within the Scope of the Contract.

B. Criteria:

1. Each test: not less than 5 cylinders; retain one after 28 days.
2. One test for every 50 consecutive cubic yards of concrete cast.
3. Furnish ENGINEER with 4 certified copies of tests made of 2 at 7 days and 2 at 28 days.
4. Slump test, concrete temperature and entrained air test shall be completed for each set.

C. Questionable strength of in-place concrete:

1. Additional tests may be ordered by the ENGINEER.
2. Execute the core tests in accordance with ASTM C42 procedure.
3. Costs of additional tests showing strength of in-place concrete conforming to design criteria are the responsibility of the OWNER.
4. Costs of additional tests showing noncompliance with the design criteria are the responsibility of the CONTRACTOR.
5. Additional items at CONTRACTOR's expense:

    a. Provide load tests as directed by the ENGINEER.
    b. Reinforce structure as directed or remove and replace all under strength concrete structure in place.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cement

1. Portland cement Type I or Type II conforming to ASTM C 150. In addition, the tricalcium aluminate content of Type I cement shall not exceed 12 percent.

2. Type I or Type II cement, at the Contractor's option, may be used for nonhydraulic structures.

3. Type II cement or Type I cement, in combination with pozzolan (fly ash) as hereinafter specified, shall be used for all hydraulic structures and sanitary sewer structures.

B. Water: potable, salt free conforming to ASTM C94.

C. Fine Aggregate (Regular): salt free and clean, conforming to ASTM C33.

Fine Aggregate (Pump): salt free and clean, conforming to FDOT 902.

D. Coarse Aggregate (Regular): salt free and clean, conforming to ASTM C33, maximum size 1 1/2-inch (3/4-inch for water retaining structures).

Coarse Aggregate (Pump): Salt free and clean, size #89, FDOT 901.

E. All aggregates: quarried/mined in fresh water only.

F. Screenings: Screenings meeting the requirements of FDOT 902-5 may be substituted for fine aggregates.

2.02 MIXES

A. Fillets, thrust blocks, sidewalks, curbs and miscellaneous non-structural slabs on grade.

1. 28 day compressive strength: 3000 p.s.i.
2. Admixture: As required below, use only specified product.
3. Slump: 5 inches, ± 1 inch.
4. Entrained air content (ASTM C 231): 0 percent.

B. Structural (walls, columns, beams, footings, floor slabs and elevated slabs) and precast concrete:
1. 28 day compressive strength: 4000 p.s.i., minimum, or as illustrated on the Drawings.
   a. Strengths noted on the Drawings take precedence over herein specified amounts.
2. Water-cement ratio: w/c ≤ 0.4.
3. Slump: 5 inches, ± 1 inch.
4. Entrained air Content (ASTM C231): 0 percent.
5. Admixture: As required below, use only specified products.

C. Pavement (Drives/Roadways):

1. 28 day compressive strength: 4000 p.s.i.
2. Water-cement ratio: w/c ≤ 0.5.
3. Slump: 5 inches, ± 1 inch.
4. Entrained air Content (ASTM C231): 0 percent
5. Admixture: As required below, use only specified products.
6. Slump: N/A (mix shall be self-leveling).

D. Excavatable Flowable Fill (For Trench Backfill)

1. Cement: 50 to 100 lbs/Cy. (Or indicated on drawings.)
2. Pozzolan (Flyash): 0 lbs/Cy.
3. Fine Aggregate: 2750 lb/Cy.
4. Water: 500 lbs/Cy. (Maximum)
5. Dye: Add per color noted on drawings.
6. 28 Day Compressive Strength: 100 psi (maximum).
7. Slump: N/A (mix shall be self-leveling).

E. Flowable Fill (Non-Excavatable)

1. 28 day compressive strength: 125 psi (minimum).
2. Slump: N/A (mix shall be self-leveling).
3. Entrained air Content (ASTM C231): 0 percent.
4. Cement: 75-150 lbs/ct
5. Pozzolan (Flyash): 150-600 lbs/cy

6. Dye: Add per color noted on drawings.
7. Admixtures: As required below, use only specified products.

F. Curbs

8. 28 day compressive strength: 3000 psi
9. Slump: 2-inches, ± 1-inch.
10. Entrained Air Content (ASTM C231): 0 percent.
11. Admixtures: As required below, use only specified products.

2.03 ADMIXTURE

A. Air-Entraining

1. Provide air-entraining admixture in all concrete. Admixture shall conform to ASTM C 260, except it shall be nontoxic after 30 days and shall contain no chlorides. Furnish manufacturer's compliance statement for these requirements.

B. Water-Reducing

1. All concrete shall contain a water-reducing admixture. The admixture shall conform to ASTM C 494, Type A or Type D, except it shall contain no chlorides, shall be nontoxic after 30 days, and shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Furnish a compliance statement that the admixture used satisfies all requirements of this Specification.

C. Pozzolan (Fly-Ash)

1. The pozzolan to be used in combination with Type I cement, as previously specified for use in all hydraulic structures and sewers, shall be Class C or Class F fly ash conforming to ASTM C 618-78 and furnish test data confirming that the fly ash in combination with the cement to be used meets all strength requirements, is compatible with air-entraining agents and other additives, and provides increased sulfate resistance equivalent to or better than Type II cement.

2.04 CURING COMPOUNDS

A. Normal placement without special finish; approved products:
1. Master Builders Company: "Masterseal".
2. Sonneborn-Contech: "Kure-N'Seal".

2.05 DEFORMED REINFORCING BARS

A. ASTM A615: "Standard Specification for Deformed and Plain Billet-Steel Bars for concrete Reinforcement".
1. Grade: 60
2. Minimum yield strength: 60,000 p.s.i.

B. Sizes shall be as indicated on the Drawings.

2.06 WELDED WIRE FABRIC

A. Welded wire fabric shall conform to ASTM A1064.

2.07 EXPANSION JOINT FILLER

A. Expansion joint filler shall be 1/2-inch thick, preformed asphalt-impregnated, expansion joint material conforming to ASTM D994.

2.08 ACCESSORIES

A. Tie wires shall be 16-gauge, black, soft-annealed wire.

B. Bar supports shall be of proper type for us intended. Bar supports in beams and slabs exposed to view after stripping shall be galvanized or plastic coated. Use concrete supports for reinforcing in concrete placed on grade.

PART 3 EXECUTION

3.01 EXAMINATION

A. Place no concrete until all reinforcing steel, pipes, inserts, sleeves, etc., have been set in place and reviewed by the ENGINEER. Notify the ENGINEER of scheduled pours 24 hours prior to placement.

3.02 PLACING

A. Place concrete expeditiously in clean forms that are not hot to the touch; spray forms with water just prior to placing concrete. Before placing concrete directly against earth, install vapor barrier to prevent water absorption, secure reinforcement in position, inspect, and approve before placing concrete. Do not rest runways for transporting concrete on the reinforcing steel. Deposit concrete as nearly as practical in final position; and, do not allow concrete to drop freely more than 5 feet. Place all concrete during daylight, unless otherwise authorized. Where reinforcing steel above the top of the cast is coated with concrete while placing below, remove all concrete from such reinforcing steel after the placing is complete and prior to the next cast.

B. Place slabs-on-grade carefully to avoid damages to the vapor barrier.

3.03 CONSOLIDATION

A. Consolidate concrete in layers by internal vibrating equipment, supplemented by hand rodding and tamping as required. Do not use vibrators to move the concrete laterally inside the forms.

B. Maintain internal vibrators at speed of at least 5000 impulses per minute when submerged in concrete. Maintain at least 1 spare vibrator in working condition at site at all times.

C. Limit duration of vibration to time necessary to produce satisfactory consolidation without causing segregation. In no case more than 15 seconds per square foot of exposed surface. Move the vibrator constantly and place in each specific spot only once.

3.04 JOINTS

A. Construction joints:

1. Locate as illustrated on the Drawings and as reviewed by the ENGINEER for slabs.
2. Key joints.

B. Expansion Joints: Place pre-formed expansion joints as indicated on the Drawings.

3.05 CURING

A. Begin curing of concrete as soon as practicable after placing, but not more than 3 hours thereafter.

B. Begin curing of the structural elements immediately after removal of forms.

C. Apply curing compounds as specified.

3.06 FINISHES

A. Formed surfaces:

1. Patching: immediately after stripping forms, patch all defective areas with mortar similar to the concrete mix; but, without coarse aggregate. Patch minor honeycombs, bulges and other minor defects as designed by the ENGINEER, only where exposed to view. Clean, dampen, and fill all the holes with patching mortar.

   a. Major defective areas, as judged by the ENGINEER, including those resulting from the leakage of forms, excessive honeycombs, large bulges, and large offsets at form joints: chip away to a depth of at least 1/4 inch; and, the surfaces that are to be patched coat with an epoxy-polysulfide adhesive. Press patching mortar in for a complete bond and finish to match adjacent areas.
   b. Minor defective areas, as judged by the ENGINEER, including honeycombs, air bubbles, holes resulting from removal of ties and those resulting from leakage of forms: patch with grout without resorting to chipping. Minor bulges and offsets at form joints: finish as specified herein below.

2. Finishes; locations:

   a. Rough or board finish: for all concrete surfaces not exposed to public view.

3. Finishes; definitions:

   a. Rough or board finish: reasonably true to line and plane. Tie holes and defects patched, and the fins exceeding 1/4 inch rubbed down, otherwise, surfaces may be left with texture imparted by forms.

B. Unformed surfaces (flatwork):

1. Finishes:

a. General: grade and screed slab to exact elevation, as required. After screeding, tamp mixture thoroughly to drive the coarse aggregate down from surfaces and apply finish specified hereinafter.

b. Light Broom finish: slab on grade.

2. Finishes; definition:

a. Broom finish: finish with light street type broom as soon as surface water sheen has disappeared.

3.07 FIELD QUALITY CONTROL

A. Only ready mixed concrete in accordance with ASTM C94 will be accepted.

B. Place all concrete within 1-1/2 hours after introduction of water to mix.

C. Under no circumstances may additional water be added to mix.

D. Discard unused concrete older than 1-1/2 hours. Retempering is prohibited.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish all materials for grout in accordance with the provisions of this Section and form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, all in accordance with the requirements of the Contract Documents.

B. The following types of grout shall be covered in this Section:

1. Non-Shrink Grout.
2. Cement Grout.
3. Epoxy Grout.

C. All items specified herein this section may not be specifically required for this project. CONTRACTOR shall coordinate the requirements of this section with the drawings for proper completion of the Work.

D. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, replacement and service.

E. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, for information and requirements which apply to the Work specified in this Section and that are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03300 - Concrete.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Specifications, codes, and standards shall be as specified in Section 03300 - Concrete and as referred to herein.

B. Additional Commercial Standards (Latest Revision):

CRD-C 621-82B Corps of Engineers Specifications for Non-shrink grout.

ASTM C 109-80 Standard test methods for compressive strength of hydraulic cement mortars (using 2-in or 50-mm cube specimens).

ASTM C 531-81 Test method for linear shrinkage and coefficient of thermal expansion of chemical-resistant mortars, grouts and monolithic surfacings.

ASTM C 579-82 Test methods for compressive strength of chemical-resistant mortars and monolithic surfacings.

ASTM C 827-82 Standard test method for early volume change of cementitious mixtures.

ASTM C 696-79 Test method for coefficient of linear thermal expansion of plastics.

1.04 SUBMITTALS

A. Submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the Work.

PART 2 PRODUCTS

2.01 CEMENT GROUT

A. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white Portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.

B. Cement grout materials shall be as specified in Section 03300 - Concrete.

2.02 PREPACKAGED GROUTS

A. Non-Shrink Grout

1. Non-shrink grout shall be a prepackaged, inorganic, non-gas liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.

2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C-827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.

3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.

4. Application
   a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the Contract Documents; except for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.

b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.

c. Grouting equipment installations.

5. Material shall be Bonsal F77 non-shrink, non-metallic high performance cementitious grout, or equal.

B. Epoxy Grout

1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any nonreactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.

2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.

3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.

4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.

5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.

6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of 30 x 10^{-6} inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.

7. Application:

a. Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout and for all other applications required in the Contract Documents.

b. Grouting equipment installations.

8. Material should be Escoweld 7505E/7530, Epoxy grout, or equal.

2.03 CURING MATERIALS

A. Curing materials shall be as specified in the Section entitled, 03300 - Concrete, for cement grout and as recommended by the manufacturer of prepackaged grouts.

2.04 CONSISTENCY

A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

2.05 MEASUREMENT OF INGREDIENTS

A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement will not be allowed.

B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

PART 3 EXECUTION

3.01 GENERAL

A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300 - Concrete. The finish of the grout surface shall match that of the adjacent concrete.

B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request.

C. All mixing, surface preparation, handling, placing, consolidation and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

3.02 CONSOLIDATION

A. Grout shall be placed in such a manner for the consistency necessary for each application so as to assure that the space to be grouted is completely filled.

END OF SECTION

SECTION 05500

FABRICATED METALWORK AND CASTINGS

PART 1 GENERAL

1.01 WORK INCLUDED

A. This Section covers the Work necessary to furnish and install, complete, all fabricated metalwork and castings.

B. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, and replacement.

C. All items specified herein this section may not be specifically required for this project. CONTRACTOR shall coordinate the requirements of this section with the drawings for proper completion of the Work.

D. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 09900 - Protective Coatings.

1.03 SUBMITTALS

A. Submittals shall be made in accordance with Section 01300 - Submittals.

B. Submittal data shall include, but not be limited to:

1. Shop drawings, including calculations where required.
2. Test pieces and samples.
3. Certificates, test reports, etc.
4. Color samples of abrasive nosings.

PART 2 PRODUCTS

2.01 GENERAL

A. The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired only. Products of other manufacturers will be considered in accordance with GENERAL CONDITIONS.

B. Unless otherwise indicated, all materials shall conform to the latest issue of the following ASTM Specifications:

Item	ASTM Specification
Steel Shapes and Plates	A36, A501
Zinc (Hot Galvanized) Coatings of Fabricated Steel	ASTM A 123

Item	ASTM Specification
Stainless Steel	
Bars and Shapes	A 276, Type 316
Steel Plate, Sheet, and Strip	A 167, Type 316
Bolts	A 193, Type 316
Nuts	A 194, Type 316
Aluminum, Structural Shapes	Alloy 6061-T6; conform to referenced specifications and ASTM sections found in the Aluminum Association current Construction Manual Series
Connection Bolts for Steel Members	A 325-F
Galvanized Bolts	A 307, A 153
Connection Bolts for Wood Members	A307
Connection Bolts for Aluminum	A 2024-T4, or use appropriate stainless steel
Cast Iron	A 48, Class 30

C. The miscellaneous metalwork and castings indicated on the Drawings, or required to secure the various parts together and provide a complete installation, shall be included under this section. The tabulation of items herein is not intended to be all-inclusive, and it shall be the CONTRACTOR'S responsibility to provide all metalwork and castings shown, specified, or which case reasonably be inferred as necessary to complete the project.

2.02 STEEL ANCHOR BOLTS (NONSUBMERGED USE)

A. One-half-inch minimum diameter with hex nuts, or as shown. Bolts and nuts shall be steel as specified hereinbefore.

2.03 STAINLESS STEEL ANCHOR BOLTS (SUBMERGED USE)

A. ASTM A 193, Type 316 stainless steel anchor bolt, ½-inch minimum diameter with hex nuts, or size as shown.

B. Submerged use is defined as any connection to concrete from point 1 foot 6 inches above the maximum water surface in a water-holding basin and any connection below that point.

2.04 STAINLESS STEEL FASTENERS LUBRICANT (ANTI-SEIZING)

A. Where stainless steel nuts and machined bolts, anchor bolts, concrete anchors, and all other threaded fasteners are used, CONTRACTOR shall apply an anti-seizing lubricant to the threads prior to making up the connections. The lubricant shall contain substantial amounts of molybdenum disulfide, graphite, mica, talic, or copper.

2.05 MACHINE ANCHOR BOLTS

A. For equipment with motors 3 horsepower or greater, fabricate as shown or as required. Size of fastening stud and anchor bolts as required by equipment manufacturer, stainless.

B. All machine anchor bolts, nuts and washers shall be stainless steel.

2.06 ADHESIVE ANCHORS

A. Adhesive anchors shall be Parabond capsule anchors with 316 stainless steel stud, nuts, and washers, as manufactured by Molly Division, 504 Mt. Laurel Avenue, Temple, PA 19560; heavy-duty adhesive anchor with HBP adhesive cartridge and has 316 stainless steel anchor rod assembly as manufactured by Hilti, Inc., PO Box 45400, Tulsa, OK 74145, or equal.

B. Adhesive anchors shall be used for anchoring all metal components at or below a point 1 foot 6 inches above the peak (maximum) water surface elevations in water-holding structures. For embedded anchors refer to stainless steel anchors as hereinbefore specified.

2.07 SHELL-TYPE ANCHOR

A. Shell-type anchors shall be self-drilling or non-drilling Red Head anchors as manufactured by the Phillips Drill Company, or equal.

2.08 WEDGE ANCHORS

A. Wedge anchors shall be Red Head wedge-type anchors as manufactured by the Phillips Drill Company, Parabolt anchors as manufactured by the Molly Division of Emhart Corporation, or equal.

2.09 EXPANSION ANCHORS

A. Stainless steel expansion anchors shall be a pre-assembled heavy duty sleeve style undercut anchor with an internal hex head meeting the requirements of ASTM A276 and A493. The stainless steel components shall be manufactured from Type 303 or 304 stainless steel. Anchors shall be Kwik Bolt II expansion anchors as manufactured by Hilti, Inc., or equal.

2.10 MASONRY ANCHORS

A. 3/16" or 1/4" Tapcon or Hilti Kwik-Con II anchors. Head type and embedment per installation requirements.

B. Allowed at locations approved by ENGINEER only.

2.11 PIPE SLEEVES

A. ASTM A 120 standard weight steel pipe. Where shown, fabricate seepage rings of 1/4-inch steel plate extending 2 inches from pipe and weld continuously to pipe around complete circumference. Galvanize after fabrication. Support pipe sleeves by form work to prevent contact with reinforcing steel. Do not weld reinforcing to pipe sleeves.

2.12 STRUCTURAL STEEL COMPONENTS

A. Provide all structural steel components of the sizes, materials and weights shown. All connections shall be welded, unless otherwise shown on the Drawings and as specified herein.

2.13 MACHINE BOLTS, INSERTS, AND FASTENERS

A. Machine bolts, inserts, and fasteners permanently embedded in concrete shall be Type 316 stainless steel.

B. Machine bolts, inserts, and fasteners not permanently embedded in concrete, but located outdoors in well wet floors, walls, and ceilings; chemical handling areas; equipment rooms subject to drainage, leakage, and washdown; and in galleries and trenches, shall be Type 316 stainless steel.

C. Machine bolts, inserts, and fasteners not permanently embedded in concrete, but located indoors where washdown, leakage, and drainage are not likely to occur (e.g., in personnel buildings excluding laboratories, on motor floors, in electrical equipment rooms, and in control rooms), may be galvanized steel, ASTM A 153.

2.14 GRATING (ALUMINUM)

A. Grating shall be fabricated of aluminum I-shaped bars, alloy 6063-T6, with swaged cross bars spaced on 4" centers. Bearing bars shall be spaced on 1-3/16" centers. Top surface of bearing bars shall be striated to provide a nonslip surface.

B. Grating shall support a uniform load of 200 pounds per square foot with a deflection of not more than 1/4". Maximum fiber stress shall not exceed that allowed by the Aluminum Association. Minimum depth shall be as noted on Drawings.

C. Gratings shall be provided with all frames, seat angles, fasteners, and other appropriate accessories as required. Metals to be embedded in concrete shall be Type 316 stainless steel.

D. Cutouts for all circular or square obstructions to be at least 2" larger than the obstruction. All cut openings shall be banded with bar the same depth as the bearing bars. The ends of all grating shall be banded.

E. Fasteners for anchoring grating to beam and channel flanges shall be stainless steel, Universal clip type with 1/4-inch Type 304 or 316 stainless steel bolts and nuts. Fasteners shall be furnished for a minimum spacing of four feet, or as required, for proper support to each panel, unless otherwise noted on the Drawings.

F. Standard installation clearances and tolerances shall conform to the requirements of the current Metal Bar Grating Manual published by the National Association of Architectural Metal Manufacturers.

G. Width of any single grating section shall not exceed 3 feet 1 inch, or be less than 2-foot 0-inches unless otherwise shown on reviewed shop drawings.

H. All support angles and framing shall be provided by the grating manufacturer. Support angles and framing shall be of the size and materials as indicated on the Drawings and as specified herein.

I. Aluminum Grating shall be as manufactured by Thompson Fabricating Company, Inc., Alpha Enterprises, or equal.

2.15 CAST IRON MANHOLE FRAMES AND COVERS (SANITARY MANHOLES)

A. Frames and covers shall be cast from close-grained, grey cast-iron, conforming to ASTM-A48 Class 30, gray cast iron. Castings shall be free from blow holes, shrinkages or other imperfections not true to pattern. Round frames and covers in roadway or traffic areas shall have machined wearing surfaces so that fitting parts will not rattle or rock under traffic.

B. Manhole frames and covers shall be USF 420, cover Type C with "SANITARY SEWER" inscribed thereon, as manufactured by U.S. Foundry Manufacturing Corporation, Miami, Florida, or equal.

2.16 CAST IRON MANHOLE FRAMES AND COVERS (STORM SEWER MANHOLES)

A. Frames and covers shall be cast from close-grained, grey cast-iron, conforming to ASTM-A48 Class 30, gray cast iron. Castings shall be free from blow holes, shrinkages or other imperfections not true to pattern. Round frames and covers in roadway or traffic areas shall have machined wearing surfaces so that fitting parts will not rattle or rock under traffic.

B. Manhole frames and covers shall be USF 420, cover type "C" as manufactured by U.S. Foundry Manufacturing Corporation, Miami, Florida, or equal. Cover shall have "STORM SEWER" inscribed thereon.

2.17 CAST IRON INLET FRAMES AND GRATES (STORM SEWER INLETS)

A. Frames and grates shall be cast from close-grained, grey cast-iron, conforming to ASTM-A48 Class 30, grey cast iron. Castings shall be free from blow holes, shrinkages or other imperfections not true to pattern.

D. Castings shall be as manufactured by U.S. Foundry and Manufacturing Corporation, Miami, Florida, or equal.

E. Frame and Grate Schedule:

Location	U.S. Foundry Number
Type "F" Gutter Inlet	USF 5130-6016
Valley Gutter Inlet	USF 5112-6143
Swale Inlet	USF 4139-6429

2.18 ACCESS HATCHES

A. Single and double access doors shall be sized as indicated on the Drawings. Door leaf shall be 1/4-inch aluminum floor plate. The frame shall be an extruded aluminum channel (trough frame) section with a continuous integral anchor flange. Trough frame shall drain water out through a 1-1/2-inch drainage pipe coupling. Hinges shall be all stainless steel with tamper proof stainless steel nuts and bolts.

Where noted on drawings, angle type frame shall be provided in lieu of trough frame.

B. Access doors shall be watertight and equipped with stainless steel accessories, cast aluminum drop handle, padlock staple and an automatic hold open arm with vinyl release handle grip. Slam Lock mechanisms shall be provided for all doors equipped with spring-assist opening mechanisms.

C. Parts of access door units which will be in contact with concrete shall be coated with one coat of coal tar epoxy (minimum 10 mils).

D. Loading (H20 or 300 psf) and spring assist requirements shall be as noted on drawings.

E. Access doors shall be as manufactured by U.S.F. Fabrication, Inc., Hialeah, Florida, Halliday Products, Orlando, Florida, or equal.

2.19 ACCESS HATCHES (FLOOD RESISTANT)

A. Single access doors shall be sized as indicated on the Drawings. Door leaf shall be 1/4-inch aluminum diamond plate reinforced for 625 PSF live load and capable of holding up to 10 feet head of water. The frame shall be aluminum angle section. Hinges shall be all stainless steel with tamper proof stainless steel nuts and bolts.

B. Access doors shall be flood-resistant and equipped with stainless steel accessories, cast aluminum handle, padlock staple and an automatic hold open arm with vinyl release handle grip. Slam Lock mechanisms shall be provided for all doors equipped with spring-assist opening mechanisms.

C. Parts of access door units which will be in contact with concrete shall be coated with one coat of coal tar epoxy (minimum 10 mils).

D. Loading and spring assist requirements shall be as noted on drawings.

E. Access doors shall be FPS access hatch, as manufactured by U.S.F. Fabrication, Inc., Hialeah, Florida, or equal.

2.20 NEOPRENE GASKET

A. Unless otherwise indicated, Rubatex No. R-411-N, (ASTM D 1056-RE-41-E), soft, closed-cell, neoprene gasket material, as manufactured by Rubatex Division of Great American Industries, Bedford, VA; equivalent as manufactured by Garlock Manufacturing, San Francisco, CA; or equal. The material shall be suitable for exposure to chlorine, lime and other chemicals typically used in water treatment. Thickness shall be as indicated, but in no case less than 1/4-inch. Gaskets shall be furnished without skin coat on either side.

PART 3 EXECUTION

3.01 GENERAL

A. Workmanship and finish of all metalwork specified under this section shall be the highest grade and equal to the best practice of modern shops for the respective work. Exposed surfaces shall have smooth finish and sharp, well-defined lines. Provide all necessary rabbets,

lugs, and brackets to that the work can be assembled in a neat, substantial manner. Conceal fastenings where practical. Drill metalwork and countersink holes as required for attaching hardware or other materials. Fabricate materials as specified weld connections, except where bolting is directed. Items requiring special fabrication methods are mentioned herein. Fabrication of all other items shall be of equal quality. Methods of fabrication not otherwise specified or shown shall be adequate for the stresses and as directed by the ENGINEER.

B. Grind all exposed edges of welds smooth on walkways, guardrails, handrails, stairways, channel door frames, steel column bases, and where indicated on the Drawings. All sharp edges shall be rounded to a 1/8-inch minimum radius; all burrs, jagged edges, and surface defects shall be ground smooth.

C. Welds and adjacent areas shall be prepared such that there is (1) no undercutting or reverse ridges on the weld bead, (2) no weld spatter on or adjacent to the weld or any other area to be painted, and (3) no sharp peaks or ridges along the weld bead. All embedded pieces of electrode or wire shall be ground flush with the adjacent surface of the weld bead.

D. Aluminum: Fabricate aluminum as shown, and in accordance with the Aluminum Association Standards and the manufacturer's recommendations as reviewed. Grind smooth sheared edges exposed in the finished work.

3.02 WELDING

A. The technique or welding employed, appearance, quality of welds made, and the methods of correcting defective Work shall conform to codes for Arc and Gas Welding in Building Construction of the AWS and AISC. Surfaces to be welded shall be free from loose scale, rust, grease, paint, and other foreign material, except that mill scale which will withstand vigorous wire brushing may remain. A light film of linseed oil may likewise be disregarded. No welding shall be done when the temperature of the base metal is lower than zero degrees F. Finished members shall be true to line and free from twists.

B. All welding operators shall be qualified in accordance with the requirements of current AWS Standard Qualification Procedure D1.1, Chapter 5, and welders of structural and reinforcing steel shall be certified for all positions of welding in accordance with such procedure. Qualification tests shall be run by a recognized testing laboratory at the CONTRACTOR'S expense.

C. All welding operators shall be subject to examination for requalification using the equipment, materials, and electrodes employed in the execution of the Contract Work. Such requalification, if ordered by the ENGINEER, shall be done at the expense of the CONTRACTOR.

D. Aluminum: Aluminum shall be welded with Gas Metal Arc (MIG) or Gas Tungsten Arc (TIG) processes in accordance with the manufacturer's recommendations as approved, and in accordance with the recommendations of the American Welding Society contained in the Welding Handbook, as last revised. Grind smooth all exposed aluminum welds.

3.03 INSTALLATION OF FABRICATED METALWORK

A. Install in accordance with the shop drawings, the Drawings, and these Specifications. Perform field welding and erection work by skilled mechanics. Install fabricated metalwork plumb or level as applicable. The completed installations shall, in all cases, be rigid, substantial, and neat in appearance. Erect structural steel in accordance with the applicable portions of AISC Code of Standard Practice, except as modified. Install commercially manufactured products in accordance with manufacturer's recommendations as approved.

B. Aluminum: Erection of aluminum shall be in accordance with the Aluminum Association. Mill markings shall not be removed from concealed surfaces. Exposed surfaces not otherwise coated shall have the inked or painted identification marks removed after the material has been inspected and approved by the ENGINEER.

3.04 ANCHOR BOLTS

A. All anchor bolts shall be accurately located and held in place with templates at the time the concrete is poured.

3.05 GALVANIZING AND REPAIR

A. Galvanizing of steel plates, shapes, bars (and products fabricated from these items), and strip 1/8-inch thick or thicker, shall conform to ASTM A 123. Pipe, welded or seamless steel, shall conform to ASTM A 120. Material thinner than 1/8 inch shall either be galvanized before fabrication in conformance with the requirements of ASTM A 525, Coating Designation G 1`0; after fabrication, in conformance with the requirements of ASTM A 123, except that the weight of zinc coating shall average not less than 1.2 ounces per square foot of actual surface area with no individual specimen having a weight of less than 1.0 ounce. Unless otherwise provided, galvanizing shall be done before or after fabrication, for material which is thinner than 1/8 inch, at the option of the CONTRACTOR. Galvanizing will not be required for stainless steel, monel metal, and similar corrosion-resistant parts.

B. In like manner, galvanizing of iron and steel hardware, and nuts and bolts, shall conform to ASTM A 153. Galvanizing shall be performed after fabrication. Galvanizing of tapped holes will not be required.

C. Fabrication shall include all operations such as shearing, cutting, punching, forming, drilling, milling, bending, welding, and riveting.

D. Components of bolted assemblies shall be galvanized separately before assembly.

E. The minimum pitch diameter of the threaded portion of all bolts, anchor bars, or studs shall conform to ANSI B1.1, having a Class 2A tolerance before galvanizing. After galvanizing, the pit diameter of the nuts or other internally threaded parts may be tapped over ANSI B1.1, Class 2B tolerance, by the following maximum amounts:

3/8-inch through 9/16-inch	0.016-inch oversize
5/8-inch through 1-inch	0.023-inch oversize
1-1/8-inch and larger	0.033-inch oversize

F. Galvanized surfaces which are specifically to be painted shall not be chemically treated after galvanizing, and prior to cleaning and painting.

G. Except for inlet grates not otherwise required to be welded, all edges of tightly contacting surfaces, where galvanized is required, shall be completely sealed by welding before galvanizing.

H. Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating shall be repaired by SP 1) and hand or power tool (Steel Structures Painting Council SP 1 or SP 3) the damaged areas, removing all loose and cracked coating after which the cleaned areas shall be painted with one of the following coatings:
   1. One coat of Inorganic Zinc Silicate (MIL-P-23236, Class 3).
   2. Two coats of Galvanizing Repair Paint (MIL-P-21035).
   3. Two coats of Zinc Dust Paint (MIL-E-15145, Formula 102).

I. Paint should be applied to a cleaned surface. Abrasive blasting is required for inorganic zinc silicate.

3.06 ELECTROLYTIC PROTECTION

A. Aluminum in contact with or embedded in concrete shall be provided with an electrolysis protective material. the protective material shall be applied to the aluminum surface which will be in contact with the dissimilar material. Protective system shall be System No. 27 as specified in Section 09900 - Protective Coatings.

B. Aluminum in contact with steel shall be provided with an electrolysis protective material. The protective material shall be neoprene gasket as specified herein.

3.07 PAINTING

A. Thoroughly clean all ferrous metal items not galvanized and give a shop coat of metal primer. Preparation of surfaces and application of primer shall be in accordance with the paint manufacturer's printed directions and recommendations as reviewed and in accordance with Section 09900 - Protective Coatings, utilizing the appropriate painting system.

3.08 PREPARATION FOR SHIPMENT

A. Insofar as is practical, the items provided hereunder shall be factory assembled. The parts and assemblies that are of necessity shipped unassembled, shall be packaged and clearly tagged in a manner that will protect the materials from damage, and facilitate the identification and final assembly in the field.

END OF SECTION

SECTION 09900

PROTECTIVE COATINGS

PART 1 GENERAL

1.01 WORK INCLUDED

A. This Section covers the work required to provide all labor, materials, equipment and incidentals to perform all of the necessary surface preparation and painting required to complete this contract in its entirety.

B. It is the intent of this specification to paint all concrete exposed miscellaneous ferrous metals, pipes, fittings, valves, equipment and all other work obviously required to be painted unless otherwise specified. Minor items omitted in the schedule of Work shall be included in the Work of this Section where they come within the general intent of the Specifications as stated herein.

C. The following surfaces or items are not required to be painted:

1. Aluminum: gratings, checkered plates, hatches, handrails, toeboards, stairways and walkways (except as required for electrolytic protection).

2. Stainless Steel, brass and bronze.

3. Piping buried in the ground or embedded in concrete.

4. Ducts, pipes and other miscellaneous items covered with insulation or plastic coated.

5. Concealed surfaces of pipe and crawl spaces.

6. Finish hardware.

7. Nonferrous architectural metals, unless specifically noted otherwise.

8. Packing glands and other adjustable parts and nameplates of mechanical equipment.

9. All manufactured painted electrical equipment (switchgear, transformers, motor control centers, control panels, etc.).

D. All items or coating systems specified herein this section may not be specifically required for this project. CONTRACTOR shall coordinate the requirements of this section with the drawings for proper completion of the Work.

E. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, replacement and service.

F. See CONTRACT CONDITIONS and Division 1, General Requirements, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Finish Schedules on Drawings.

1.03 ABBREVIATIONS

A. The abbreviations and definitions listed below, when used in this Section shall have the following meanings:

ANSI	American National Standards Institute
ASTM	American Society of Testing Materials
AWWA	American Water Works Association
DFT	Dry Film Thickness
FRP	Fiberglass Reinforced Plastic
HCL	Hydrochloric Acid
MDFT	Minimum Dry Film Thickness
MDFTPC	Minimum Dry Film Thickness Per Coat
mil	Thousandths of an Inch
MIL-P	Military Specification - Paint
NACE	National Association of Corrosion Engineers
NSF	National Sanitary Foundation
OSHA	Occupational Safety and Health Administration
SFPG	Square Feet Per Gallon
SFPGPC	Square Feet Per Gallon Per Coat
SP	Surface Preparation
SSPC	Steel Structures Painting Council

1.04 SUBMITTALS

A. Submittals shall be made in accordance with the requirements specified in Section 01300 - Submittals.

B. Submittals will be made with the coating system data sheet included at the end of this section.

C. The following shall be submitted for each proposed coating system: manufacturer's specifications, surface preparation details, application procedures, technical data sheets and dry film thickness or coverage.

D. Schedule of Painting Operations: The CONTRACTOR shall include a complete Schedule of Painting Operations with the overall project schedule.

1.05 QUALITY ASSURANCE

A. The paint manufacturer shall provide a representative to visit the jobsite at intervals during surface preparation and painting as may be required for product application quality assurance and to determine compliance with Manufacturer's instructions and these Specifications, and as may be necessary to resolve field problems attributable to, or associated with, the manufacturer's products furnished under this Contract.

1.06 INSPECTION

A. The CONTRACTOR shall give the ENGINEER a minimum of three (3) days advance notice of the completion of any surface preparation work or start of coating application work.

B. Before application of the base (prime) coat and each succeeding coat, all surfaces to be painted shall be inspected by ENGINEER. Any and all defects or deficiencies shall be corrected by the CONTRACTOR before application of any subsequent coating.

C. Coating applications shall be checked for required MDFT as per these specifications. All coated surfaces failing to meet the MDFT requirements shall be rejected.

D. For all coatings subject to immersion, consult the coatings manufacturer's written instructions for time required after system application before immersion.

E. Inspection by the ENGINEER or the waiver of inspection of any particular portion of the Work shall not be construed to relieve the CONTRACTOR of his responsibility to perform the Work in accordance with these Specifications.

F. All equipment required for discontinuity (Holiday) testing of steel substrates and continuity verification of concrete substrates shall be furnished and operated by the painting contractor.

1.07 PAINT DELIVERY AND STORAGE

A. All materials shall be new and shall be delivered to the project site in unopened containers that plainly show, at the time of use, the designated name, date of manufacture, color, and name of manufacturer. Paints shall be stored in a suitable protected area that is heated or cooled as required to maintain temperatures within the range recommended by the paint manufacturer.

B. All paint or other such regulated substances stored on site by CONTRACTOR shall be done so in accordance with the rules and regulations of the Florida Department of Environmental Protection regarding secondary containment and the Broward County Department of Planning and Environmental Protection.

1.08 PROJECT SITE CONDITIONS

A. The location of this project requires observance and conformance with EPA Volatile Organic Compound (VOC) restrictions. EPA limits the content of VOC's in painting materials to 3.5 lbs./gallon. Information regarding the VOC content of proposed paints will be required during submittals.

1.09 WARRANTY

A. CONTRACTOR shall warrant to the OWNER and guarantee the work under this Section against defective workmanship and materials for a period of two (2) years commencing on the final contract date of final acceptance of the project.

B. Warranties shall be submitted in accordance with Section 01740-Warranties and Bonds.

PART 2 PRODUCTS

2.01 GENERAL

A. All products used in immersion service or in contact with potable water shall be ANSI/NSF certified for use in contact with potable water.

B. Products containing lead will not be allowed. Oil shall be pure boiled linseed oil.

2.02 PAINT MATERIALS

A. Products shall be manufactured by Tnemec Company, Inc., Carboline, BASF, or equal.

B. The following paint products are used for the basis of establishing the desired quality expected for the project.

PRODUCT TYPE	TNEMEC COMPANY, INC. PRODUCT NAME	CARBOLINE PRODUCT NAME
Epoxy (Non-Potable)	Series 66 Hi-Build Epoxoline	Carboguard 890
Epoxy (Potable)	Series N140 Pota-Pox Plus	CarboGuard 891HS
Polyurethane	Series 73 Endura-Shield	Carbothane 134HB
Acrylic Emulsion (Low Gloss)	Series 6 Tneme-Cryl	Sanitile 155
Water Borne Acrylic Epoxy(Semi Gloss)	Series 113 H.B. Tneme-Tufcoat	Sanitile 255
Epoxy Waterborne Cementitious Acrylic	Series 130-6602 Envirofill	Sanitile 100
Epoxy Mastic	Series 135 Chembuild	Carbomastic 615
Acrylic Polymer (Semi-Gloss)	Series 1028 Enduratone	Carbocrylic 3359
Waterborne Acrylic Bonding Primer		Carbocylic 120
Polyamine Epoxy (Primer)	Series 201 Epoxoprime	Semstone 110
Polyamidoamine Epoxy (Non-Potable)	Series N69 Hi-Build Epoxoline II	CarboGuard 890
Polyamide Epoxy Coal Tar	46H-413 Hi-Build Tneme-Tar	Bitumastic 300M

PRODUCT TYPE	TNEMEC COMPANY, INC. PRODUCT NAME	CARBOLINE PRODUCT NAME
Polyamine Novolac Epoxy	Series 282 Tneme-Glaze	Semstone 145 or 145SL (Floors)
Fiber Reinforced Epoxy	Series 270 Stranlok	Semstone 145
Waterborne Epoxy-Amine Adduct (Floor)	Series 287 Enviro-Tread	CarboGuard 655
Aliphatic Polyester Polyurethane (Floor)	Series 290 CRU	Carbothane 133HB
Glass Bead Additive	Series 211-212 Glass Beads	Contact Supplier

PRODUCT TYPE	BASF PRODUCT NAME
Cementitious Coating	Thoroseal

2.03 EXTRA PAINT

A. Furnish one (1) unopened container of each type and each color of paint used, properly marked for future use by OWNER. Minimum size of one (1) gallon.

2.04 PIPE IDENTIFICATION LABELS

A. Piping systems larger than 1" diameter

1. Stick-on pipe labels shall be durable self-adhesive vinyl, meeting ANSI A13.1 for background color and lettering height as follows:

Pipe Diameter	Letter Height
1" to 2-1/2"	3/4"
2-5/8" to 6"	1-1/4"
8" and above	2-1/2"

2. Custom flow stream identification color and text shall be provided per the flow stream requirements noted on the drawings.

3. Flow detection arrow(s) shall be incorporated with each custom label. Above 6" diameter pipe flow arrows shall be provided around pipe circumference.

4. Labels for color code painted pipe shall have a clear background with black letters and flow direction arrows.

5. Stick-on pipe labels shall be as provided by Brady, Craftmark, Seton, or equal.

B. Piping systems 1" diameter and smaller

1. Labels shall be reusable plastic snap-on markers as manufactured by Brady, Craftmark, Seton, or equal.

2. Custom flow stream identification text with flow direction arrow shall be provided per the flow stream requirements noted on the drawings.

C. Piping Systems Larger Than 3" Diameter (Alternative)

1. Black stencil painted letters, all capitals meeting the following heights:

Pipe Diameter	Letter Height
4" to 10"	1-1/4"
12" and above	2-1/2"

2. Paint for stenciling shall be black, same top coat as specified coating system.

3. Flow direction arrows shall also be included.

PART 3 EXECUTION

3.01 PROTECTION OF SURFACES NOT TO BE PAINTED

A. Mask or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates and all other surfaces not intended to be painted which cannot be removed.

B. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces.

C. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting processes. Openings in motors shall be masked to prevent paint and other materials from entering motors.

D. Protection of Existing Structures, Residences, or Vehicles

1. CONTRACTOR shall provide screens or other such means to prevent splatter of concrete, paint or other such substance from staining or damaging the nearby existing structures, residences or vehicles.

2. CONTRACTOR shall be responsible for cleaning and repairing all damages caused by overspray.

3.02 ENVIRONMENTAL CONDITIONS

A. Paint shall not be applied in temperatures exceeding the manufacturer's recommended maximum and minimum allowable, nor under adverse conditions such as dust, smoke-laden atmosphere, damp or humid weather.

3.03 SAFETY

A. Painting shall be performed in strict accordance with the safety recommendations of the paint manufacturer; with the safety recommendations of the National Association of Corrosion Engineers

contained in the publication, Manual for Painter Safety; Federal, State, and local agencies having jurisdiction.

B. Ultimate responsibility for safety is the CONTRACTOR's.

3.04 PREPARATION OF FERROUS METAL SURFACES

A. All surfaces to be coated shall be prepared as specified herein and shall be dry and clean before coating. Specific surface preparation shall be specified for the individual coating systems.

B. Standards for Ferrous Metal Surfaces Preparation

1. SSPC-SP-1 Chemical and/or Solvent Cleaning

Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminates, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.

2. SSPC-SP-2 Hand Tool Cleaning

Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.

3. SSPC-SP-3 Power Tool Cleaning

Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.

4. SSPC-SP-4 Flame Cleaning

Dehydrating and removal of rust, loose mill scale and some light mill scale by use of flame, followed by wire brushing.

5. SSPC-SP-5 (NACE-1) White Metal Blast Cleaning

Complete removal of all mill scale, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.

6. SSPC-SP-6 (NACE-3) Commercial Grade Blast Cleaning

Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.

7. SSPC-SP-7 (NACE-4) Brush-Off Blast Cleaning

Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils and solid contaminates. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other

subsurface irregularities, but so as not to expose underlying aggregate.

8. SSPC-SP-8 Pickling

   Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).

9. SSPC-SP-10 (NACE-2) Near-White Metal Blast Cleaning

   Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues, and the remainder shall be limited to slight discoloration.

10. SSPC-SP-11-87 Power Tool Cleaning to Bare Metal

    Complete removal of rust, rust scale, mill scale, foreign matter and previous coatings, etc. to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP-6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.

C. Ferrous metal shall be blasted unless otherwise specified. Blasting shall be done with a centrifugal wheel or compressed air blasting equipment, using proper abrasives to attain an average profile depth of 1.5 mils. Do not reuse sand or flint abrasives. Shot abrasives must be thoroughly clean of contamination before reuse. Blow dust and grit from surface with clean, dry air. Coat within 8 hours or before rust contamination occurs.

D. Shop-Finished Surfaces: All shop-coated surfaces shall be protected from damage and corrosion before and after installation by treating damaged areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be prepared in accordance with SSPC-SP2 (Hand Tool Cleaning) and then touched up with the same materials as the shop coat. All shop coated surfaces which are faded, discolored, or which require more than minor touch-up in the opinion of the ENGINEER shall be repainted. Cut edges of galvanized sheets and exposed threads and cut ends of galvanized piping, electrical conduit, and metal pipe sleeves, not to be finished painted, shall be cleaned in accordance with SSPC-SP1 (Solvent Cleaned) and primed with zinc dust-zinc oxide metal primer.

E. Pre-Blast Cleaning Requirements

   All oil, grease, welding fluxes, and other surface contaminants shall be removed prior to blast cleaning. Preblast cleaning methods shall use steam, open flame, hot water, or cold water with appropriate detergent additives followed with clean water rinsing.

   Small isolated areas shall be cleaned as above or solvent cleaned with suitable solvents and clean cloths.

   All sharp edges shall be rounded or chamfered and all burrs, jagged edges, and surface defects shall be ground smooth.

Welds and adjacent areas shall be prepared such that there is: (1) no undercutting or reverse ridges on the weld bead, (2) no weld spatter on or adjacent to the weld or any other area to be painted and (3) no sharp peaks or ridges along the weld bead. All embedded pieces of electrode or wire shall be ground flush with the adjacent surface of the weld bead.

3.05 PREPARATION OF CONCRETE AND MASONRY SURFACES

A. All surfaces to be coated shall be prepared as specified herein and shall be dry and clean before coating. Specific surface preparation shall be specified for the individual coating systems.

B. Standards for concrete/masonry surface preparation shall be as defined and specified by guideline No. 03732 (latest revision) as published by the International Concrete Repair Institute.

C. Concrete and masonry surfaces shall be prepared in accordance with the International Concrete Repair Institute Guideline No. 03732 to provide the specified Concrete Surface Profile CSP 2 - CSP 9, and the recommendations of the repair, coating and lining manufacturer. According to ICRI, surface preparation methods that may result in a CSP 1 - CSP 9, include acid etching, detergent scrubbing, low-pressure water blasting, abrasive (sand) blasting, and high and ultra high pressure water jetting.

Concrete and masonry surface preparation method shall be as selected by CONTRACTOR to meet the specified concrete surface profile requirement and the other specified surface preparation requirements.

D. The Concrete Surface Profile (CSP) requirements shall be as follows:
1. ICRI CSP 1 - Acid Etched.
2. ICRI CSP 2 - Grinding.
3. ICRI CSP 3 - Light Shot Blast.
4. ICRI CSP 4 - Light Scarification.
5. ICRI CSP 5 - Medium Shot Blast.
6. ICRI CSP 6 - Medium Scarification.
7. ICRI CSP 7 - Heavy Abrasive Blast.
8. ICRI CSP 8 - Scabbled.
9. ICRI CSP 9 - Heavy Scarification.

These classifications are to be used to determine depth of surface profile and are not intended to dictate surface preparation method to be employed.

3.06 PREPARATION OF EXISTING COATED SURFACES

A. Existing coated surfaces to be painted shall be detergent washed and fresh water rinsed. Loose, abraded, or damaged coatings shall be cleaned to substrate by SSPC-SP2 (Hand Tool Cleaning) or SSPC-SP3 (Power Tool Cleaning). Surrounding intact coating shall be feathered. One spot coat of the specified primer shall be applied to bare areas overlapping the prepared existing coating. One full finish coat of the specified material shall be applied overall.

B. The exact nature of the existing coatings is not known in all cases; and, while it is assumed that they have oxidized sufficiently to prevent lifting or peeling when overcoated with the paints specified,

the compatibility shall be checked by application to a small area prior to starting the painting. If lifting or other problems occur, request instructions from the ENGINEER.

3.07 SHOP PAINTING

A. All fabricated steel work and equipment shall receive at the factory at least one shop coat of prime paint compatible with the paint system required by these Specifications. Surface preparation prior to shop painting shall be as specified. Finish coats may be applied in the shop if acceptable to the ENGINEER. All shop painted items shall be properly packaged and stored until they are incorporated in the Work. Any painted surfaces that are damaged during handling, transporting, storage or installation shall be cleaned, scraped and patched before field painting begins. Work shall be equal to the original painting received at the shop. Equipment or steel work that is to be assembled on the site shall likewise receive a minimum of one shop coat of paint at the factory. Surfaces of exposed members that will be inaccessible after erection shall be prepared and painted before erection.

B. The CONTRACTOR shall specify the shop paints to be applied when ordering equipment in order to assure compatibility of shop paints with field paints. The paints and surface preparation used for shop coating shall be identified on shop drawings submitted to the ENGINEER for review.

C. Shop finish coats may be the standard finish as ordinarily applied by the manufacturer if it can be demonstrated to the ENGINEER that the paint system is equal to and compatible with the paint system specified. However, all pumps, motors, valves, pipe and other equipment shall receive at least one field applied finish coat after installation.

3.08 COATING SYSTEM INDEX

A. The following is a general index to the Coating System descriptions contained herein:

SYSTEM NUMBER	TITLE
2A	Exterior of New Precast Concrete
4E	Exposed Metal (Existing/Shop Primed) - Highly Corrosive
7	Interior Metal - Highly Corrosive
7E	Interior Metal (Existing/Shop Primed) - Highly Corrosive.
23	Chemical Resistant Wall (Concrete and Masonry)
24	Exposed FRP, PVC
24E	Exposed FRP, PVC (Existing)
25	Interior FRP, PVC
25E	Interior FRP, PVC (Existing)
27	Aluminum and Dissimilar Metal Insulation
109	Interior Concrete and Masonry
109E	Existing Interior Concrete and Masonry
111	Exterior Stucco Cementitious Coating (Flat)
111E	Existing Exterior Stucco Cementitious Coating (Flat)
154NS	Concrete Floor (Chemical Resistant) Non-Skid

3.09 COATING SYSTEMS

A. System No. 2A - Exterior of New Precast Concrete

Surface Preparation:	All curing oils, form oils, laitance, soluble salts and loose concrete must be removed per SP13. Concrete must be dry and thoroughly clean before coating.
Prime Coat:	None required.
Top Coat:	Polyamide Epoxy Coal Tar at 16.0 mils DFT per coat.
MDFT:	16 mils DFT
Color:	Black

B. System No. 4E - Exposed Metal (Existing/Shop Primed) - Highly Corrosive.

Surface Preparation: (Existing)	Remove all dirt, oil, grease, chemicals by High pressure water blasting. Remove all rust and loose damaged paint by abrasive blast cleaning per SSPC-SP7 (Brush Off Blast) or by SSPC-SP2 & 3 Hand & Power Tool Cleaning.
Surface Preparation: (Shop Primed)	Piping, fittings, and valves shall be shop primed in accordance with Specification Sections 15005 and 15100. Equipment, pumps and motors shall be shop primed per applicable Specification Sections.
Spot Prime:	Spot prime all bare metal areas with an epoxy mastic at 5.0 mils DFT.
Prime Coat:	Epoxy Mastic 5.0 Mils DFT.
Top Coat:	Polyurethane 3.0 Mils DFT.
Sealant:	Apply single component sealant as specified in Section 07900 - Sealants, at location where two pieces of steel overlap, between flanges, at bolts, etc.
MDFT:	8.0 Mils for the two (2) coat system.
Color:	Color as scheduled on drawings.

C. System No. 7 - Interior Metal - Highly Corrosive.

Surface Preparation:	Abrasive blast clean metal to an SSPC-SP10 (near-white metal blast).
Prime Coat:	Epoxy (Non-Potable) 7.0 Mils DFT.
Top Coat:	Epoxy (Non-Potable) 3.0 Mils DFT.

MDFT:	10.0 Mils for the two (2) coat system.
Color:	As scheduled on Drawings.

D. System No. 7E - Interior Metal (Existing/Shop Primed) - Highly Corrosive.

Surface Preparation: (Existing)	Remove all dirt, oil, grease, chemicals by high pressure water blasting. Remove all rust and loose damaged paint by abrasive blast cleaning per SSPC-SP7 (Brush Off Blast) or by SSPC-SP2 & 3 Hand & Power Tool Cleaning.
Surface Preparation: (Shop Primed)	Piping, fittings, and valves shall be shop primed in accordance with Specification Sections 15005 and 15100. Equipment, pumps and motors shall be shop primed per applicable Specification Sections.
Spot Prime (Existing):	Spot prime all bare metal areas with an epoxy mastic at 5.0 mils DFT.
Prime Coat:	Epoxy (Non-Potable) 7.0 Mils DFT.
Top Coat:	Epoxy (Non-Potable) 3.0 Mils DFT.
MDFT:	10.0 Mils for the two (2) coat system.
Color:	As scheduled on Drawings.

E. System No. 23 - Chemical Resistant Wall (Concrete Masonry)

Surface Preparation:	Surface shall be clean, dry, free of dust, oil, curing compounds and other foreign materials.
Prime Coat/Block Filler:	One (1) coat Epoxy waterborne cementitious acrylic at 80 SFPGPC.
Top Coat:	Two (2) coats Waterborne Acrylic Epoxy (Semi-Gloss) at 4.0 - 6.9 DFT per coat.
Color:	As scheduled on Drawings.

F. System No. 24 - Exposed FRP, PVC.

Surface Preparation:	Solvent cleaning, SSPC-SP1, to remove soluble contaminants. Remove all insuluble contaminants or foreign materials by hand, SSPC-SP2, or Power Tool Cleaning, SSPC-SP3.
Prime Coat:	Epoxy (non-potable) at 2.0 - 4.0 Mils DFT.
Top Coat:	High Build Acrylic Polyurethane at 2.0 - 4.0 Mils DFT.

MDFT: 6.0 Mils for two (2) coat system.

Color: As scheduled on Drawings.

G. System No. 24E - Exposed FRP, PVC (Existing)

Surface Preparation: Remove all dirt, oil, grease, chemicals and loose paint by high pressure water blasting (min 3500 PSI) and scraping. Feather all edges. Lightly sand or abrade to roughen and de-gloss existing surface.

Prime Coat: Epoxy (Non-Potable) 3.0 Mils DFT.

Top Coat: Polyurethane 2.0 Mils DFT.

Color: As scheduled on drawings.

H. System No. 25 - Interior FRP, PVC.

Surface Preparation: Solvent cleaning, SSPC-SP1, to remove soluble contaminants. Remove all insuluble contaminants or foreign materials by hand, SSPC-SP2, or Power Tool Cleaning, SSPC-SP3.

Prime Coat: Epoxy (Non-Potable) 3.0 Mils DFT.

Top Coat: Epoxy (Non-Potable) 3.0 Mils DFT.

MDFT: 6.0 Mils for the two (2) coat system.

Color: As scheduled on Drawings.

I. System No. 25E - Interior FRP, PVC (Existing)

Surface Preparation: Solvent cleaning, SSPC-SP1, to remove soluble contaminants. Remove all insuluble contaminants or foreign materials by hand, SSPC-SP2, or Power Tool Cleaning, SSPC-SP3. Lightly sand or abrade to roughen and de-gloss existing surface.

Prime Coat: Epoxy (Non-Potable) 3.0 Mils DFT.

Top Coat: Epoxy (Non-Potable) 3.0 Mils DFT.

MDFT: 6.0 Mils for the two (2) coat system.

Color: As scheduled on Drawings.

J. System No. 27 - Aluminum and Dissimilar Metal Insulation

Surface Preparation: Scarify surface.

Top Coat: Polyamide Epoxy Coal Tar at 10.0 mils DFT.

MDFT: 10.0 mils for one (1) coat system.

Color: Black.

K. System No. 109 - Interior Concrete and Masonry (Semi-Gloss)

Surface Preparation: Surface shall be clean, dry, free of dust, oil, curing compounds and other foreign materials.

Prime Coat: One (1) coat Epoxy Block Filler 80 SFPGPC.

Top Coats: Two (2) coats Waterborne Acrylic Epoxy (Semi-Gloss) at 254 SFPGPC.

Color: As scheduled on drawings.

L. System No. 109E - Existing Interior Concrete and Masonry (Semi-Gloss)

Surface Preparation: Remove all dirt, oil, grease, chemicals and loose paint by high pressure water blasting (3500 PSI with a turbo tip). Remove as much of the topcoats from the block filler as possible. All remaining topcoat must be tightly adhering. Feather all edges of remaining topcoat.

Surface Profile: ICRI CSP 1

Patching: Patch all existing holes in walls with non-shrink grout as specified in Section 03600 - Grout.

Caulking: Prepare and fill all surface cracks (≤ 1/4-inch) with sealant as specified in Section 07900 - Sealants. Caulk all doors, louvers, and fans.

Spot Prime: Acrylic Emulsion (low gloss) at 254 SFPGPC or Waterborne Acrylic Bonding Primer at 1.0-2.0 mils DFT.

Top Coat: Two (2) coats Acrylic Polymer (Semi-Gloss) at 254 SFPGPC.

Color: As scheduled on drawings.

M. System No. 111 - Stucco Cementitious Coating (Flat)

Surface Preparation: Allow cementitious finish a minimum of 28 days drying/curing time. Surface shall be clean, dry, free of dust, oil, curing compounds and other foreign materials.

Prime Coat: Acrylic Emulsion (Low Gloss) at 318 SFPGPC

Top Coat: Acrylic Emulsion (Low Gloss) at 318 SFPGPC

Color: As scheduled on drawings.

N. System No. 111E - Existing Stucco Cementitious Coating (Flat)

Surface Preparation:	Remove all dirt, oil, grease, chemicals and loose paint by high pressure water blasting (min. 3500 PSI).
Surface Profile:	ICRI CSP 1
Caulking:	Prepare and fill all surface cracks (≤ 1/4-inch) with sealant as specified in Section 07900 - Sealants. Caulk all doors, louvers, and fans.
Patching:	Patch all existing holes (or holes resulting from work) in walls with non- shrink grout as specified in Section 03600 - Grout.
Cementitious Repair:	Thoroseal plaster mix with sponge finish. (For damaged areas greater than 3-inch diameter)
Prime:	Acrylic Emulsion (Low Gloss) at 2.0-3.0 Mils (287 SFPGPC)
Top Coat:	Acrylic Emulsion (Low Gloss) at 2.0-3.0 Mils (287 SFPGPC).
Color:	As scheduled on drawings.

O. System No. 154NS - Concrete Floor (Chemical Resistant) Non-Skid

Surface Preparation:	Remove all dirt, oil, grease, mold, mildew, chemicals, waste and other surface contaminants by high pressure water blasting (minimum 3000 psi). After pressure washing, remove all failing, loosely adhering coatings and concrete and scarify all sound, tightly adhering coatings by abrasive blast cleaning per SSPC-SP13 (surface preparation of concrete), feather the edges of all sound, tightly adhering coatings.
Seal Coat:	One (1) coat Koester VAP I 2000 at 100 to 130 SFPG.
Top Coat:	Novolac Epoxy 6.0-10.0 mils with Glass Bead Additive.
MDFT:	6-10 mils DFT
Color:	As scheduled on Drawings.

3.10 UNIDENTIFIED SURFACES

A. Any surfaces not specifically named in the Schedule and not specifically excluded or exempted shall be prepared, primed and painted in the manner and with materials consistent with these Specifications. The ENGINEER shall select which of the manufacturer's products, whether the type is indicated herein or not, shall be used

for such unidentified surfaces. This painting shall be done within the Scope of the Contract.

3.11 WORKMANSHIP

A. On metal surfaces apply each coat of paint at the rate specified by the manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by the application of an additional coat(s). On masonry, application rates will vary according to surface texture, however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.

B. All safety equipment shall be painted in accordance with OSHA Standards as approved.

C. Materials shall be mixed in proper containers of adequate capacity. All materials shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.

D. Only skilled painters shall be used on the Work and specialists shall be employed where required.

E. Steel members, metal castings, mechanical and electrical equipment and other metals which are shop primed before delivery at the site will not require a prime coat on the job. All piping and other bare metals to be painted shall receive one coat of primer before exposure to the weather, and this prime coat shall be the first coat as specified in the painting schedule.

F. Finish surfaces shall not show brush marks or other irregularities. Undercoats shall be thoroughly and uniformly sanded with No. 00 sandpaper or equal to remove defects and provide a smooth even surface. Top and bottom edges of doors shall be painted and all exterior trim shall be back-primed before installation.

G. Painting shall be continuous and shall be accomplished in an orderly manner so as to facilitate inspection. All exterior concrete and masonry painting shall be performed in one continuous manner structure by structure. Materials subject to weathering shall be prime coated as quickly as possible. Surfaces of exposed members that will by inaccessible after erection shall be cleaned and painted before erection.

H. Before final acceptance of the Work, all damaged surfaces of paint shall be cleaned and repainted as directed by the ENGINEER.

3.12 APPLICATION SCHEDULE

A. Coating systems shall be used at locations as scheduled on the drawings.

B. **System No. 27 - Aluminum and dissimilar metal insulation.** This system shall be used on all aluminum in contact with concrete. Insulate all contacting dissimilar metals with this system. Neoprene pads may be substituted to insulate aluminum from concrete or aluminum from steel.

3.13 COLOR CODING FOR PIPES AND EQUIPMENT

A. All existing piping, valves, and equipment that are repainted shall be color coded. When color coding is specified, it shall consist of color code painting and lettering identification of all exposed conduits, trough items and pipelines for the transport of gases, air, liquid and semi-liquids including all accessories such as valves, insulated pipe coverings, fittings, junction boxes, bus bars, connectors and all operating accessories which are integral to be whole function mechanical pipe and electrical conduit system.

B. All hangers and pipe support floor stands shall be painted. The system shall be painted up to but not including the flanges attached to the mechanical equipment nor the flexible conduit connected to electrical equipment. Colors shall be as noted in the Finish Schedules.

C. All systems which are an integral part of the equipment that is originating from the equipment and returning to the same piece of equipment, shall be painted between and up to but not including the fixed flanges or connections on the equipment.

D. Color coding requirements are as indicated by the Finish Schedules contained in the Drawings.

E. CONTRACTOR shall submit proposed schedule for color coding pipes and equipment for approval by ENGINEER/OWNER.

3.14 PIPE LABELING

A. All exposed piping repainted shall be labeled to indicate flow stream and direction of flow.

B. Labels shall be installed following completion of specified protective coating system application.

C. Maximum spacing between labels shall be 10'-0" on center.

D. In locations where pipes are horizontally or vertically stacked, pipe labels shall be arranged in similar.

3.15 CLEAN UP

A. It shall be the responsibility of the Contractor to collect and dispose of properly, all waste materials from the site in accordance with all requirements of the Federal, State and local Environment Protection Agencies.

B. At completion of the Work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted and unpainted surfaces.

C. After completion of all painting, the Contractor shall remove from the job site all painting equipment, surplus materials and debris resulting from this Work.

END OF SECTION

PAINT SYSTEM DATA SHEET

Paint system number (from spec): _____

Paint system title (from spec): _____

Coating supplier name: _____

address: _____

Local representative name: _____

address: _____

Surface Preparation: _____

_____

Paint Material (Generic)	Product Number/Name (Proprietary)	Coats/Minimum Coverage	Color

Notes:

_____

_____

_____

_____

_____

_____

_____

_____

SECTION 13700

PROCESS INSTRUMENTATION AND CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide all engineering, labor, materials and equipment to furnish, install, adjust, test, document and start-up all process instrumentation and controls as shown on the Drawings and specified herein, complete.

B. The process instrumentation and control system specified herein shall be a complete system.

C. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.

D. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01010 – Summary of Work

B. Section 13711 – Existing SCADA System Modifications

C. Section 13725 – Loop Functions/Programming Strategies/Protocols

D. Section 13751 – RTU Sub System

E. Division 16 - Electrical.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. ISA Standards and Practices for Instrumentation - Current Edition.

1.04 DEFINITIONS

A. The instrumentation and control (I&C) integrator shall be a single firm, under direct contract and direction of the CONTRACTOR. The I&C integrator shall assume complete responsibility for the engineering, furnishing, technical advise on, certification as to correctness of installation, final connections to, adjusting, documenting, testing and start-up of the process instrumentation and control system(s) shown on the Drawings and specified herein. The I&C integrator may have the electrical subcontractor make final connections of the I&C system(s), but the I&C integrator shall be fully responsible for these connections.

B. CONTRACTOR, as distinct from the I&C integrator, shall provide all additional materials and labor necessary to supplement the materials and labor provided by the I&C integrator as necessary to satisfy the requirements of this project.

C. System acceptance shall be defined as the point in time when:

1. All record "as-built" submittals and documentation have been submitted, reviewed and accepted.

2. The complete system of instrumentation and controls has successfully completed all testing requirements specified herein.

3. All OWNER's staff personnel training has been completed.

1.05 SYSTEM INSTALLATION RESPONSIBILITY

A. The CONTRACTOR shall be ultimately responsible for the complete and proper installation of the process instrumentation and control system. The CONTRACTOR shall either include installation within the scope of the I&C integrator's contract or shall provide for the installation by an experienced I&C system installer, acceptable to ENGINEER.

1.06 SUBMITTALS

A. Submittals shall be in accordance with Section 01300 - Submittals.

B. Catalog information, descriptive literature, wiring diagrams, and shop drawings on all controllers, recorders, indicators, transmitters, primary elements, flow measuring equipment and appurtenances, gauges, and all other components of the system shall be provided.

C. Individual data (or specification) sheets shall be provided for all components provided under this section. The purpose of these data sheets is to supplement the generalized catalog information provided by citing all specific features for each specific component (e.g.: scale range, materials of construction, special options included, etc.). Each component data sheet shall bear the component name and instrument tag number designation shown on the Drawings and Specifications.

D. Catalog information on all electrical devices furnished under this section.

E. Shop Drawings and catalog material for all control panels and enclosures.

F. Panel elementary diagrams of prewired panels. Diagrams shall be similar to those diagrams shown on the Drawings, but with the addition of all switched analog signals and all auxiliary devices such as relays, alarms, fuses, lights, fans, heaters, etc. Drawings shall include all terminal numbers.

G. Plumbing diagrams of preplumbed panels and interconnecting plumbing diagrams.

H. Interconnecting wiring diagrams, showing all component and panel terminal board identification numbers and external wire numbers. This diagram shall include all intermediate terminations between

field elements and panels (e.g., terminal junction boxes, motor control centers, etc.). This diagram shall be coordinated with the Electrical Subcontractor and shall bear his mark showing that this has been done. Diagrams, device designations, and symbols shall be in accordance with NEMA ICA 1-101.

I. A tabulation of steady state air consumption of each pneumatic instrument (as applicable).

J. Loop diagrams, which shall consist of an individual wiring and/or plumbing diagram for each analog loop showing all terminal numbers, the location of the dc power supply, the location of any booster relays or common dropping resistors, etc. The loop diagrams shall meet the minimum requirements of ISA S5.4 plus the following requirements: each loop diagram shall be divided into three areas for identification of element locations: panel face, back-of-panel, and field, respectively. On each diagram present a tabular summary of: (a) the output capability of the transmitting instruments, (b) the input impedance of each receiving instrument, ©) an estimate of the loop wiring impedance based on the wire sizes and lengths shown, (d) the total loop impedance, and (e) reserve output capacity. Loop diagrams shall be on individual 8-1/2-inch by 11-inch or 11-inch by 17-inch Drawings.

K. Systems testing, calibration and adjustment procedures along with the proposed calibration, adjustment and check-out forms for this project.

L. Operation and maintenance manual including operating and maintenance information and specifications for all components specified under this Section. Submitted literature shall be of sufficient detail so as to facilitate the operation, removal, installation, adjustment, calibration and maintenance of each component specified in this Section. O&M Manuals shall include internal wiring diagrams for all panels. Wiring diagrams shall show all terminal block number designations and wire numbers.

Operation and Maintenance Manual shall also include the following:

A. Detailed descriptive control strategies and start/stop sequences in narrative English.

B. Description of equipment protection, interlocks and alarm settings.

C. Detailed descriptive instructions for clearing and resetting alarm functions.

D. Details descriptions of normal, bypass and emergency operation procedures.

E. Final instrumentation technician field settings.

F. Final drawings in Autocad format.

M. The I&C integrator shall submit one set of as-built Drawings in Autocad format of all process and instrumentation diagrams. Include in final O&M Manuals.

N. All test results, system calibration and adjustment settings shall be submitted to ENGINEER. Include in final O&M Manuals.

1.07 QUALITY ASSURANCE

A. The CONTRACTOR's attention is directed to the fact that the instrumentation and control functions result in an integrated system. Therefore, it is the intention of this specification that all controls and instruments including panel assemblies, will be provided, furnished, assembled and shipped, along with installation supervision, inspection and start-up by one Instrumentation integrator which has a minimum of five (5) years of experience on installations of similar complexity even though individual control and instrumentation components may be the standard products of separate manufacturing companies.

B. Since many control items and instrumentation devices involve the assembly and interlocking functions of many individual parts, solenoids, pressure switches, timing relays, relays, switches, push buttons, contacts, dials, charts, clocks, pens, etc., the functional system descriptions contained herein are given to allow the Instrumentation Subcontractor to choose the proper components and to assemble them so as to provide a rugged, low maintenance, easy cleaning, reliable mechanism suitable for the temperature, salt spray and humidity conditions of the South Florida coastal area and which will perform the described function(s).

C. All of the equipment furnished by the Instrumentation integrator shall be the latest and proven design. Specifications and Drawings call attention to certain features, but do not purport to cover all details entering into the design of the instrumentation system. The completed system shall be compatible with the functions required and the equipment furnished by the CONTRACTOR.

1.08 SEQUENCING AND SCHEDULING

A. Every effort shall be made to minimize interference with the OWNER's existing plant operation. Should any shutdown, total or partial, be required, it shall be scheduled and coordinated with the OWNER and his approval must be obtained prior to the shutdown.

B. The I&C integrator shall obtain from the CONTRACTOR the required information on those primary elements, valves, valve actuators and other control equipment or devices that are required to be interfaced with, but are not provided within the context of this section.

C. The I&C integrator shall coordinate his work with the CONTRACTOR to ensure that all components provided under this section are properly installed; the proper type, size and number of control wires and conduits are provided and installed; the proper type, size and number of pneumatic tubes with their conduits are provided and installed and

proper electrical circuits are provided for all components and systems.

1.09 DELIVERY, STORAGE AND HANDLING

A. Proper shipping, storage and handling procedures shall be followed as recommended by the equipment MANUFACTURER and as specified herein.

B. All parts shall be properly protected so that no damage or deterioration will occur during shipment, normal unloading, storage and installation.

C. All equipment and parts must be properly protected against any damage during a prolonged storage period at the site. Proper job site storage is the responsibility of the CONTRACTOR.

D. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the ENGINEER. This provision shall not apply if the items are too large to be shipped in a completely assembled condition.

E. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

F. Each box or package shall be properly marked to show its net weight in addition to its contents.

1.10 WARRANTY

A. The manufacturer, I&C Integrator, and CONTRACTOR shall warrant the equipment being supplied to the OWNER against all defects in workmanship and materials for a period of two (2) year(s). Warranty period shall commence on Substantial Completion date as outlined in the GENERAL CONDITIONS. Warranties for all equipment installed under this contract shall run concurrently.

B. The MANUFACTURER's warranty period shall run concurrently with the CONTRACTOR's warranty period. No exception to this provision shall be allowed. The CONTRACTOR shall be responsible for proper storage of the equipment so as to remain in an "as shipped" condition. If the equipment remains in storage at the job site for longer than six (6) months, before installation, the CONTRACTOR may be required to provide factory service personnel for a complete inspection of the equipment. Any work necessary to restore the equipment to an "as shipped" condition will be the responsibility of the CONTRACTOR.

1.11 TEST PROCEDURE DEVELOPMENT AND DOCUMENTATION

A. I&C integrator shall prepare and submit to the ENGINEER for review, a detailed description of the test procedures that he proposed to perform to demonstrate conformance of the complete system of instrumentation and controls to this Specification.

B. It is recommended that the I&C integrator develop the test procedures in two steps by first submitting general descriptions and outlines of the tests and then, upon receipt of approval, submit the required detailed procedures and forms.

C. Operational Acceptance Tests

1. The I&C integrator shall prepare check-off sheet(s) for each loop and an instrument calibration sheet for each active I & C element (except simple hand switches, lights, etc.). These check-off and data sheets shall form the basis for these operational tests and this documentation.

2. Each loop check-off sheet shall cite the following information and shall provide spaces for sign-off on individual items and on the completed loop by the I&C integrator:

   a. Project name;
   b. Loop number;
   c. For each element: Tag number, description, manufacturer and model number, installation bulletin, and Specification sheet number;
   d. Loop description;
   e. Installation check;
   f. Termination check;
   g. Calibration check;
   h. Adjustment check;
   i. Space for comments;
   j. Space for loop sign-off by I&C integrator and date.

3. Each instrument calibration sheet shall provide the following information and a space for sign-off on individual items and on the completed unit by the I&C integrator:

   a. Project name;
   b. Loop number;
   c. Tag number;
   d. Manufacturer;
   e. Model number;
   f. Serial number;
   g. Calibration range;
   h. Calibration data: Input, output, and error at 10 percent, 50 percent and 90 percent of span;
   i. Switch setting, contact action, and dead band for discrete elements;
   j. Space for comments;
   k. Space for sign-off by I&C integrator and date.

D. Functional Acceptance Tests

The I&C integrator shall prepare two types of test forms as follows:

1. For those functions that can be demonstrated on a loop-by-loop basis, the form shall include:

   a. Project name;
   b. Loop number;
   c. Loop description;
   d. Test procedure description;
   e. For each component: Tag number, description, manufacturer, and data sheet number;

f. Space for sign-off and date by both I&C integrator and ENGINEER.

2. For those functions that cannot be demonstrated on a loop-by-loop basis, the test form shall be a listing of the specific tests to be conducted. With each test description the following information shall be included:

a. Spec page and paragraph of function demonstrated;
b. Description of function;
c. Space for sign-off and date by both I&C integrator and ENGINEER.

PART 2 PRODUCTS

2.01 GENERAL

A. The process instrumentation and control system shall provide all of the functions as shown by the electrical and P & ID Drawings. Major equipment items are specified for each loop. However, it shall be the responsibility of the I&C integrator to provide all items of equipment, whether indicated or not, that are necessary to effect the required loop performance.

B. Display and control loops are shown on the Drawings.

C. Control panel(s) shall be provided with a U.L. label and be manufactured by a U.L. 508A panel manufacturer. Panel manufacturer shall submit proof of current enrollment in U.L.'s custom builder's program.

D. Process instrumentation and controls systems subcontractor shall be one of the following:

1. C. C. Control Corporation
5760 Corporate Way, Suite 100
West Palm Beach, FL 33407
Contact: Mr. Luis Garcia
561-784-3737

2. Or equal

2.02 L8 LEVEL SWITCH, FLOAT TYPE WITH INTEGRAL SWITCH

A. Direct-acting float type consisting of a mercury switch enclosed in a float and connected to a two-conductor, combination support and signal cable. The entire assembly shall form a completely watertight and impact-resistant unit. Floats shall be of chemical-resistant polypropylene material or other corrosion-resistant material. Cable shall be rugged and flexible with heavy neoprene or PVC jacket. The actuation/deactuation differential shall not exceed 1-inch. The mercury switch shall be rated at 5 amps at 120 VAC. Units shall be pipe mounted or suspended type as noted and provided with 30 feet of cable unless otherwise noted. Each pipe mounted type shall be provided with a clamp to secure the cable to its support pipe, 2 feet of stainless steel support pipe and stainless steel pipe mounting clamps.

B. Each suspended type shall be provided with necessary brackets and clamps to suspend the unit from the top of a tank or vessel. The suspended type shall include an integral or attached weight assembly for stabilization and positive operation of the unit. All mounting clamps shall be PVC or Neoprene.

C. Units shall be Anchor Scientific, Type S, or equal.

2.03 L8E LEVEL SWITCH, FLOAT TYPE WITH INTEGRAL SWITCH (NON-MERCURY)

A. Direct-acting float type consisting of a mercury free switch enclosed in a float and connected to a two-conductor, combination support and signal cable. The entire assembly shall form a completely watertight and impact-resistant unit. Floats shall be of chemical-resistant polypropylene material or other corrosion-resistant material. Cable shall be rugged and flexible with heavy neoprene or PVC jacket. The actuation/deactuation differential shall not exceed 1-inch. The switch shall be rated at 5 amps at 120 VAC. Units shall be pipe mounted or suspended type as noted and provided with 30 feet of cable unless otherwise noted. Each pipe mounted type shall be provided with a clamp to secure the cable to its support pipe, 2 feet of stainless steel support pipe and stainless steel pipe mounting clamps.

B. Each suspended type shall be provided with necessary brackets and clamps to suspend the unit from the top of a tank or vessel. The suspended type shall include an integral or attached weight assembly for stabilization and positive operation of the unit. All mounting clamps shall be PVC or Neoprene.

C. Units shall be Eco Float Model G as manufactured by Anchor Scientific, or equal.

2.04 L16 RADAR LEVEL SENSOR WITH REMOTE DISPLAY

A. VEGAPULS 61, Radar Sensor for continuous level measurement of liquids. Part Number: PSWL61.XXBX6HKBX.

B. VEGADIS 82, External Loop Powered Display and Adjustment unit. Part Number: DIS82.IXHKINACK.

C. Wet well mounting bracket for radar sensor shall be type 316 stainless steel.

D. External display unit shall be mounted within existing pump control panel or RTU panel.

2.05 M7 MISCELLANEOUS ELECTRICAL

A. Circuit Breakers
1. For motor short circuit and overcurrent protection, circuit breaker shall be Square D with poles, voltage, rating and AIC as indicated on the drawings. Units shall interrupt the maximum prospective fault current available.

2. For control circuits, units shall be Square D with poles, voltage and ratings as indicated on the drawings. Units shall interrupt the maximum prospective fault current available.

B. Fuses
1. Bussman 600 volt, dual element type.

C. Control Relays
1. Control relays shall be programmable.
2. Omron, IDEC or equal.

D. Indicator Lights
1. Square-D trans type 6 volt, Class 9001, type K, push to test, or equal.
2. Lens color shall be as noted.
3. Provide finger safe contact blocks.

E. Selector Switches.
1. Square-D, Class 9001, Type K, or equal.
2. Operators shall be black knob type or key switch, 3-position or 2-position, as noted.
3. Selector switches shall be spring return where noted.
4. Provide finger safe contact blocks.

F. Pushbuttons.
1. Square-D Class 9001, Type K, pushbutton, or equal.
2. Provide finger safe contact blocks.
3. Non-illuminated pushbuttons shall be black.

G. Elapsed Time Meter
1. Hour meter, non-reset type, Cramer 635K, or equal.

H. Ground Fault Duplex Receptacle
1. Leviton Duplex Receptacle or equal.
2. AC receptacle box shall be Steel City 58351-1/2 or equal.
3. Covers shall be Steel City 58-C-5, or equal.

I. Motor Starter
1. Square D 8536 motor starters with NEMA rated contactors, minimum size 1 or as indicated on drawings. Provide overload blocks with overloads as required.
2. Provide auxiliary contacts as required.
3. Reset buttons Square D 9066-RA1, or equal.

J. Duplex Alternating Relay
1. Diversified Electronics, ARA-120-ADA, Duplex Alternator or equal.

K. Phase Monitor
1. Diversified or equal with auto reset.

L. Surge and Lightning Arrestors
1. All control panels shall be provided with surge and lightning arrestors as specified.
2. Power
a. Surge arrestor shall be GE Tranquell, 9L18BBB301
3. Lightning Surge Suppressor

a. Lightning surge suppressors shall be Easton/IT Protector, model and series number to be determined by control panel manufacturer.

4. Signal
   a. Panel surge arrestors (PSA) shall be Edco PC 642C Series, 2 channel or equal.
   b. Field surge arrestors (FSA) shall be Edco SS64 Series, pipe style or equal.
5. Discrete signals
   a. Provide surge arrestor for discrete I/O.
   b. Surge arrestors shall be provided regardless of drawing indication.

M. Generator Receptacles
1. Crouse Hinds AR20412-S22, 4 pole, 3 wire with ground, 200A, 600V reverse service with back box, for use on 480V systems.
2. Russel Stol JRS 1044FR, 4 pole, 4 wire, with ground, 100 amp, 600V, reverse service for use on 240V systems.
3. Angle Adaptor selected by amperage rating shall be provided for all generator receptacles.
4. Coordinate with OWNER for exact model number before ordering. Match Owner's standards.

N. Fluorescent Lamp
1. 8 watt, 120v, 12", Grainger 2V809, or equal.
2. Bulb, 8w, 12", miniature, Phillips, or equal.

O. High level alarm light
1. Red, 120v, MAJOR, CVP1OR, or equal.
2. Alarm light guard, Major, VGD-1, or equal.

P. Flasher
1. 90 FPM, 120v.
2. SSAC, FS127, or equal.

Q. Alarm Horn
1. 120v, 103 dB.
2. Faraday, or equal.

R. Ground Lug
1. #1/0 Wire Ilsco AU-O, or equal.

S. Intrinsically Safe Relay (Barrier Relay)
1. Barrier relays shall be SAF-PAK as manufactured by GEMS Sensors, for use in hazardous areas, with intrinsically safe-sensing circuit. Units shall be UL approved for use in Class I, Division 2, environments.

T. Time Delay Relays
1. Time delay relays shall be programmable with adjustable ranges, DIP switch settable.
2. Omron or equal.

U. Pump Cycle Counter
1. 120V, electromechanical counter with reset button.
2. Four digit display min.

3. Redington Model P2 - 4904, or equal.

V. Door Switch (Z1)
1. UL Listed, flush or surface mounted contact switch. Contacts shall be hermetically sealed.
2. Rated for 120V, Allen-Bradley 802M, or equal.

W. Ground Fault Monitor
1. Bender GF monitor relay with SPDT output, 120 VAC, adjustable pickup, adjustable time delay separate CT, Model RCM460 Y Series, or equal.

X. Current Transmitter
1. AT Series Current Transducer Model No.: AT2-420-24L-FR, as manufactured by NK Technologies.

2.06 X1 CONTROL POWER TRANSFORMER

A. Square D, Type KF, Class 9070, 50 VA (or minimum as indicated by the drawings); applies to 480 volts control panels.

2.07 FIELD PANEL CONSTRUCTION (ENCL1)

A. Field panels shall be UL Listed, modified, NEMA 3R, Type 316 Stainless Steel enclosure with padlockable draw latches or 3-point padlockable handles conforming to the requirements of the National Electrical Manufacturer's Association.

B. In addition to the NEMA 3R standard, the panel shall conform to the following requirements:

1. Minimum metal thickness shall be 14-gauge.

2. All doors shall be rubber-gasketed with continuous hinge.

3. Provide Type 316 stainless steel drip shield.

4. Provide aluminum dead front panel for component mounting as shown on drawings.

5. Cabinet shall be mounted as indicated on the Drawings. Provide mounting ears as required. Field drilling of cabinet is prohibited.

6. Print pocket (full, ½ or 1/4 size) and one (1) set of reduced drawings shall be provided on interior side of door. (This requirement may be deleted where indicated on drawings.)

7. Minimum overall dimensions shall be as indicated by Drawings or as required by UL subject 508A for industrial control panels.

8. Provide door stop kits for outer cabinet door and dead front door.

9. Provide ARC flash label per N.E.C.

10. Where indicated on drawings, provide Lexan glass view window.

11. Where indicated on drawings, provide 316 SST sunshields and standoffs.

C. Cabinet enclosure shall be as manufactured by Hoffman, Wiegman, or equal.

2.08 PANEL ELECTRICAL

A. Wiring

1. All electrical wiring shall be in accordance with the applicable requirements of Division 16 - Electrical. Wires shall be 600-volt class, PVC insulated stranded copper and shall be of the sizes required for the current to be carried, but not below 14 AWG enclosed in either sheet metal raceway or plastic wiring duct. Wiring for signal circuits shall be twisted shielded pairs not smaller than No. 16 AWG, and be separated at least 6 inches from any power wiring.

2. All panel wiring shall be labeled with T&B Shrink-Kon HVM marker system.

B. Terminal Blocks

1. Terminal blocks shall be one-piece molded plastic blocks with screw type terminals and barriers rated for 300 volts. Terminals shall be double sided. Terminals shall have permanent, legible identification.

2. Wires shall be terminated at the terminal blocks with crimp type, preinsulated, locking forked-tongue lugs. Lugs shall be of the appropriate size for the terminal block screws and for the number and size of the wires terminated.

3. Allow 20% extra terminals for spares.

C. Power Supplies

1. Provide dc power supplies as required to power instruments requiring external dc power.

2. Power supplies shall convert 120V ac, 60-Hz power to dc power of the appropriate voltage(s) with sufficient voltage regulation and ripple control to assure that the instruments being supplied can operate within their required tolerances.

3. Output overvoltage and overcurrent protective devices shall be provided with the power supply to protect the instruments from damage due to power supply failure and to protect the power supply from damage due to external failure. Provide NEMA 1 enclosure for all power supplies. Power supplies shall be mounted such that dissipated heat does not adversely affect other components.

D. Wire Ducts

1. Wire duct shall be Panduit, or equal.

E. Miscellaneous Features

1. Provide fluorescent courtesy light, convenience outlet, lightning arrestor, surge arrestor, loop power supplies (with surge protection specified herein), circuit breakers and power supply.

2. Items required shall be as indicated on the drawings.

2.09 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire ISA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.

B. Circuit breakers and all dead front panel items shall be clearly labeled by name, not tag number. Nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.

C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive backing of the nameplate. Unless otherwise noted, color shall be black with white letters and letter height shall be 3/16-inch.

D. Field mounted tags shall be 16-gauge, 304 stainless steel with 3/16-inch high characters.

E. Each panel shall be provided with a cabinet face mounted laminated nameplate as specified above. Unless otherwise noted, color shall be black with white letters ½-inch high.

2.10 SPARE PARTS

A. Furnish the manufacturer's recommended spare parts including at least the following:

1. None.

B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.

C. Provide spare parts bill of materials with submittals for approval.

PART 3 EXECUTION

3.01 GENERAL

A. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance.

B. Electrical work shall be performed in compliance with these Specifications. Where these Specifications and the Drawings do not delineate precise installation procedures, API RP 550 shall be used as a guide to installation procedures.

C. Coordinate I&C work with the OWNER, the CONTRACTOR and work of other trades to avoid conflicts, errors, delays and unnecessary interference with operation of the existing plant(s) during construction.

3.02 PROTECTION OF EQUIPMENT

A. Throughout this Contract, the Contractor shall provide protection for materials and equipment against loss or damage and from the effects of weather. Prior to installation, store items in indoor, dry locations. Provide heating in storage areas for items subject to corrosion under damp conditions. Specific storage requirements shall be in accordance with the ENGINEER-reviewed I&C integrator's recommendations.

3.03 EQUIPMENT INSTALLATION

A. Follow manufacturers' installation instructions explicitly, unless otherwise indicated. Wherever any conflict arises between manufacturers' instructions, and these Contract Documents, follow ENGINEER's decision, at no additional cost to OWNER. Keep copy of manufacturers' instructions on the job site available for review at all times.

3.04 ELECTRIC CONTROL AND SIGNAL WIRING

A. Control and signal wiring external to the control panels and all power wiring shall conform to the requirements of Division 16 - Electrical.

B. Control and signal wiring in control panels shall be restrained by plastic ties or ducts. Hinge wiring shall be secured at each end so that any bending or twisting will be around the longitudinal axis of the wire and the bend area shall be protected with a sleeve.

C. Arrange wiring neatly, cut to proper length and remove surplus wire. Provide abrasion protection for any wire bundles which pass through holes or across edges of sheet metal.

D. Wiring shall not be spliced or tapped except at device terminals or terminal blocks.

E. Panels and panel mounted equipment shall be assembled as far as possible at the I&C integrator's plant. No work, other than correction of minor defects or minor transit damage, shall be done on the panels at the job site.

F. I&C integrator shall observe and advise on the installation to the extent required to certify in writing that the equipment will perform as required.

3.05 MANUFACTURER'S SERVICES

A. The supervisory services of a factory-trained service engineer who is specifically trained on the type of equipment herein specified shall be provided for a period specified below during construction to assist the CONTRACTOR in the location of sleeves; methods of installing conduits and special cable; mounting, piping and wiring of one of each type of device and the method of protecting all of the equipment prior to placing it into service. Upon completion of the installation, the services of the above service engineer shall be provided for a period specified below for calibration and start-up of the equipment. The minimum days specified below do not relieve the Instrumentation Subcontractor from providing sufficient service to place the system into satisfactory operation.

Event	Duration (Minimum)
Construction/Installation Assistance	Three (3) Eight (8) Hour Man Days
I&C System(s) Startup/Calibration	Three (3) Eight (8) Hour Man Days
OWNER Personnel Instruction	One (1) Days Four (4) Hours Per Day

B. No form of energy shall be turned on to any part of the instrumentation system prior to receipt by the ENGINEER of a certified statement of approval of the installation from the CONTRACTOR containing his supplier's authorization for energizing the system.

C. All instrumentation shall be calibrated in the presence of the ENGINEER in accordance with the range and accuracy specified herein. Certified test reports shall be filed with the ENGINEER.

3.06 TESTING

A. All elements of the Instrumentation and Control system shall be tested to demonstrate that the total system satisfies all of the requirements of this specification.

B. All special testing materials and equipment shall be provided by the I&C integrator. Where it is not practical to test with real process variables, the I&C integrator shall provide suitable means of simulation. These simulation techniques shall be subject to the approval of the ENGINEER.

C. The I&C integrator shall coordinate all of his testing with the CONTRACTOR and all other associated subcontractors.

D. As a minimum, the testing shall include the following:

1. Factory Tests

a. All analog panels and panel assemblies shall be tested for proper operation at the I&C integrator's factory prior to the shipment of any system element to the site. Results of the factory tests shall be recorded and submitted for approval before shipment of any panel or panel assembly to the project site.

2. Operational Acceptance Tests

a. The objective of these tests is to demonstrate that the system of Process Instrumentation and Control is READY for final operation.

b. The I & C System shall be checked for proper installation, adjusted, and calibrated on a loop-by-loop basis to verify that it is ready to function as specified.

c. All system elements shall be checked to verify that they have been installed properly and that all terminations have been made correctly.

d. All discrete elements and systems shall have their set points adjusted and shall be checked for proper operation (e.g., interlock functions, contact closure on rising/falling P.V., etc.).

e. All continuous elements and systems shall have three-point calibrations performed. All controller tuning constants shall be adjusted to preliminary settings.

f. The OPERATIONAL ACCEPTANCE TESTS shall be completed prior to starting the FUNCTIONAL ACCEPTANCE TESTS. The actual testing program shall be conducted in accordance with prior approved procedures and shall be documented as required hereinafter.

3. Functional Acceptance Tests

a. The objective of these tests is to demonstrate that the system of Instrumentation and Controls is operating and complying with the specified performance requirements.

b. A witnessed, FUNCTIONAL ACCEPTANCE TEST shall be performed on the complete system of Instrumentation and Controls. Each function shall be demonstrated to the satisfaction of the ENGINEER on a loop-by-loop and/or paragraph-by-paragraph basis.

c. Each test shall be witnessed and signed off by both the I&C integrator and the ENGINEER upon satisfactory completion.

d. The actual testing program shall be conducted in accordance with prior approved procedures and shall be documented as required hereinafter.

e. The I&C integrator shall notify the ENGINEER at least 2 weeks prior to the date of the FUNCTIONAL ACCEPTANCE TEST.

3.07 CLEAN-UP

A. Keep the premises free from accumulation of waste material or rubbish. Upon completion of work, remove materials, scraps, and debris from

premises and from interior and exterior of all devices and equipment. Touch-up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the type, color, consistency and type of surface of the original finish.

PART 4 LOOP SPECIFICATIONS

4.01 LOOP SPECIFICATIONS

Not Used.

END OF SECTION

SECTION 13711

EXISTING SCADA SYSTEM MODIFICATIONS

PART 1 GENERAL

1.01 WORK INCLUDED

A. The CONTRACTOR shall coordinate and furnish all labor and materials to modify the existing SCADA System including all hardware and programming revisions for a complete and functional system. Modification(s) shall include:

1. Addition of RTU's specified herein and shown on drawings.

B. Provide all equipment and re-developed PLC software files including manuals and disks for proper communication. Include all PLC located equipment, PC located equipment, interposing equipment, cable (length as required), connectors and the like. CONTRACTOR shall utilize his computer for startup and testing. After successful startup, all re-developed software shall be provided to the OWNER. PLC software and SCADA software shall be loaded onto the OWNER's computers. Backup copies of all developed files shall be provided to OWNER on CD.

C. All programming, field debugging and testing shall be provided.

D. In order to establish sole source responsibility for the Instrumentation and Control (I&C) System, the CONTRACTOR shall be responsible for all systems and subsystems provided and coordination of work completed by I&C Integrator.

E. All items specified here in this section may not be specifically required for this project. Contractor shall coordinate the requirements of this section the work required for proper completion of the project.

F. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.

G. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 13700 - Process Instrumentation and Controls.

B. Section 13725 - Loop Functions/Programming Strategies/Protocol.

1.03 SUBMITTALS

A. Submittals shall be made in accordance with the requirements of Section 01300 - Submittals.

1. It is incumbent upon the CONTRACTOR to coordinate the work specified in these Sections so that a complete SCADA program will be provided.

2. As part of the responsibility as assigned by the CONTRACTOR, the PLC/RTU System supplier shall prepare and submit through the CONTRACTOR, complete and organized program printouts including fully annotated ladder diagrams and reports, I/O schedules, I/O addresses, Rack assignments, Communication channel/drop assignments.

3. During the period of preparation of this submittal, the CONTRACTOR shall authorize direct informal liaison between his single I&C Integrator and the ENGINEER for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified may be authorized informally by the ENGINEER, but these shall not alter the scope of the work or cause increase or decrease in the Contract price. During this informal exchange no oral statement by the ENGINEER shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.

4. The original and backup copy of the developed files shall be provided on CD-Rom.

B. Complete sets of Operation and Maintenance Manuals shall be submitted in accordance with Section 01730 - Operation and Maintenance Data. O & M Manuals shall be provided prior to start-up.

1. Manuals shall contain copies of submittal data.

2. Manuals shall contain all Engineering shop drawings with all field modification revisions.

3. Provide print out of final SCADA database programming.

4. Provide print out of final SCADA database I/O list.

5. Provide print out of final operator interface parameters.

C. Warranty information shall be submitted in accordance with Section 01740 - Warranties and Bonds.

1.04 QUALITY ASSURANCE

A. Work specified herein shall be performed by the same I&C Integrator as listed in Section 13700.

1.05 WARRANTY

A. The CONTRACTOR shall warrant all equipment and programming for a period of two (2) year(s) from the date of project substantial completion.

PART 2 PRODUCTS

2.01 EXISTING PLC SYSTEM

A. Existing PLC systems are based on Allen-Bradley Micrologix family of components per Section 13710.

B. New field wiring terminations for new field equipment and instrumentation shall be as shown on the drawings and field coordinated with the approved shop drawings.

C. All PLC programming shall be provided using existing system software in agreement with the OWNER's copy.

2.02 EXISTING COMPUTER OPERATOR INTERFACE

A. Existing computer hardware and software systems shall be replaced with programming modifications as specified herein.

B. All SCADA programming shall be provided using Trihedral VTS SCADA software in agreement with the OWNER's copy. Copies shall be loaded onto the development, runtime, and client computers.

C. Provide backup of all developed files on CD.

2.03 SPARE PARTS

A. Furnish the following spare parts:

1. None required.

B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.

C. Provide spare parts bill of materials with submittals for approval.

PART 3 EXECUTION – Not Used

PART 4 – LOOP SPECIFICATIONS

4.01 PROGRAMMING STRATEGIES/PROTOCOL

A. Existing programming shall be modified to meet the functional requirements specified in Section 13725 - Loop Functions, Programming Strategies/Protocol.

4.02 EXISTING COMPUTER OPERATOR INTERFACE AND PLC MODIFICATIONS (SCADA HMI)

A. Provide all programming and software modifications of the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.

B. General programming shall include but not be limited to the following:

1. Graphic display of all new and existing discrete and analog data.
2. Reporting of all new and existing discrete and analog data.
3. Alarm reception and acknowledgment of the new and existing alarms.
4. Control output of data from central computer to RTU=s per P&I diagram and these specifications.
5. Software modifications shall be similar to and consistent with the existing computer operator interface.

C. Specific function revisions shall be as follows:

1. Functional requirements specified in Section 13725 – Loop Functions/Programming Strategies/Protocol.

4.03 DOCUMENTATION

A. Fully annotated ladder diagrams, screen design graphics and other reports and documentation shall be included in the O&M manuals reflecting final corrections. Other required reports shall include but not be limited to bit, word, timer, counter and memory usage reports.

B. Describe how fault sensing is achieved and the actions required from operators to acknowledge or clear faults.

C. After successful software start up the DESIGN/BUILDER shall deliver to the OWNER all corrected ladder diagrams and reports as listed above as part of the O&M manuals. DESIGN/BUILDER shall also provide to the OWNER on disk all annotated, developed files. The OWNER becomes the Owner of such files.

END OF SECTION

SECTION 13725

LOOP FUNCTIONS/PROGRAMMING STRATEGIES/PROTOCOL

PART 1 GENERAL

1.01 WORK INCLUDED

A. This Section covers the instrumentation loop functions, PLC, RTU, and HMI programming strategies and protocols.

B. In order to establish sole source responsibility for the Instrumentation and Control (I&C) System, the I&C vendor/subcontractor shall be responsible for systems and subsystems provided.

C. This specification section shall define the general programming parameters for HMI improvements.

D. All operator settings shall be documented as modified at start-up.

E. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01010 - Summary of Work.

B. Section 13700 - Process Instrumentation and Controls.

C. Section 13711 – Existing SCADA System Modifications.

D. Section 13751 - RTU Subsystem.

1.03 DEFINITIONS

A. The following abbreviations/definitions shall be defined as follows:

1. DI = Discrete Input
2. DO = Discrete Output
3. AI = Analog Input
4. AO = Analog Output
5. HMI = Human Machine Interface
6. RTU = Remote Telemetry Unit with Programmable Logic Controller (PLC)

1.04 LOOP SPECIFICATION FORMAT

A. General

1. The P & Ids and these Specifications are not intended to completely depict all of the functional requirements of the control systems provided under this Section. The filter system supplier shall provide all instrumentation and controls necessary to provide safe and operable systems. The specific control systems proposed shall be subject to the review and approval of the ENGINEER.

B. "Functions" specify the functional performance of the loop and includes a description of any functional interlocks to be provided by the I&C subcontractor. For more precise information on a loop's functional interlocks, refer to the Drawings.

C. "Components" specify the major components to be provided for a loop. Each component is identified by three pieces of information: tag number, component identification code and component name and options.

D. Tag numbers example HS-1-2-3C

HS = Instrumentation designation: Hand Switch
1 = Unit Process Number

2 = Loop Number
3 = Unit or Item Number
C = Sequential Modifier: Switch Location C

Tag numbering is further defined on the drawings.

E. Component identification code is an alphanumeric code used to reference a particular component specification within this section.

F. Component name and options are listed as required for each specific requirement. One particular nomenclature has been used to define the action of discrete devices about their set points.

"Rising" - in reference to a set point means that the contacts are closed for all process variable values above that point.

"Falling"- in reference to a set point means that contacts are closed for all process variable values below that point.

1.05 PROGRAMMING STRATEGIES, GENERAL REQUIREMENTS

A. Provide all programming to fully implement the following control strategies to produce output and receive input from the instrumentation and control system.

1.06 SUBMITTALS

A. Submittals shall be in accordance with Section 01300 - Submittals.

B. Provide submittal to demonstrate understanding and completion of the work covered by this section.

C. Submittal shall include proposed HMI screens for ENGINEER/OWNER review and approval.

PART 2 PRODUCTS

2.01 INSTRUMENTATION AND SCADA SYSTEM COMPONENTS

A. Instrumentation components shall be as specified in Section 13700 - Process Instrumentation and Controls.

B. RTU components shall be as specified in Section 13751 - RTU Subsystem.

PART 3 EXECUTION

NOT USED

PART 4 LOOP FUNCTIONS/PROGRAMMING STRATEGIES/PROTOCOL

4.01 DUPLEX WASTEWATER PUMPING (EXISTING CONTROL PANEL)

A. Field Functions:

1. Existing duplex PS control panel shall remain and all functions shall remain except as modified herein below.

2. Modify existing systems to incorporate/interface with new RTU.

3. Provide RTU power supply and other components to meet all function requirements.

4. Provisions shall be made for the following system monitoring functions:

a. Provide continuous 4-20 mA DC signal to RTU from level transmitter (LT) corresponding wet well level.

b. Provide continuous 4-20 mA DC signal to RTU from Pump No. 1 current transmitter (IIT-1) corresponding to pump amperage draw.

c. Provide continuous 4-20 mA DC signal to RTU from Pump No. 2 current transmitter (IIT-2) corresponding to pump amperage draw.

5. Provisions shall be made for the following future system monitoring functions:

a. Provide continuous 4-20 mA DC signal to RTU from future combustible gas detector (CGD) corresponding to percent LEL in wet well.

B. Field Components:

Tag Number	Component Identification Code	Component Name and Options
RTU BKR	M7	RTU Breaker 20 Amp
LT	L16	Radar Level Sensor Range: Depth of Wet well
GFM(2)	M7	Ground Fault Monitor
IIT-(2)	M7	Current Transmitter (Amps)

C. RTU Strategies:

1. Constant Speed Pump(s) Operation

a. Pump(s) shall start when pump(s) call signal is received from RTU after a time delay. This will be considered normal operation based on wet well level.

   Pump(s) shall be stopped when pump(s) call signal is discontinued from RTU after a time delay.

b. Backup float actuated operation shall be provided by existing local control panel.

2. System Status and Faults (Normal via SCADA)

   a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.

   b. When discrete signal is received at RTU from MS-1 or MS-2 of pump(s) on following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.

   c. When discrete signal is received at RTU from CR4 of high high wet well level following a time delay, a high high wet well level shall be issued to existing SCADA network via RTU.

   d. When a discrete signal is received at RTU from CR51 (overtemp), SFR1 (seal failure), or CR8 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

      Upon receipt of overtemp, seal fault, or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

   e. When a discrete signal is received at RTU from CR52 (overtemp), SFR2 (seal failure), or CR9 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

      Upon receipt of overtemp, seal fault, or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

   f. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:

      i. Signal from intruder switch(s) is discontinued.

      ii. Acknowledgment of alarm via the existing SCADA network.

g. RTU shall receive and monitor 4-20 mA DC signal from the following devices:

Tag	**Variable**
LT	Water Level in Wet well
IIT-1	Pump No. 1 Current Draw
IIT-2	Pump No. 2 Current Draw

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

h. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

Tag	**Variable**
CGD	Percent LEL in Wet well

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

i. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.

j. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.

k. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.

D. Internal RTU Program Adjustable Software Values.

Description	Range, Initial Setting
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.

2. General programming shall include but not be limited to the following:

a. Graphic display of all new and existing discrete and analog data.
b. Reporting of all new and existing discrete and analog data.
c. Alarm reception and acknowledgment of the new and existing alarms.
d. Control output of data from central computer to RTU's per P&I diagram and these specifications.

3. Specific Functions shall be as follows:

a. General Alarm Logging and Reset.

i. Log all alarm received.
ii. Display all received alarms, graphically.
iii. Provide alarm acknowledgment.

b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.

c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.

d. Provide and display variable (analog) status functions.

i. Functions shall be shown graphically and numerically.
ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
iii. Provide for all analogs indicated on P&ID drawings.

e. Trending and Record keeping

i. All data (analog) and events (alarm and status) shall be stored for trending and records.

f. Sewage Pump Auto/Manual/Off Control

An auto/manual/off selector shall be provided for each pump.

Manual
i. When manual mode is selected, additional on-screen start/stop functions will appear.
ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Auto Mode
i. When auto mode is selected, additional on-screen start/stop functions will appear.
ii. Operator shall input RTU operational level setpoints for "Lead Pump Start"; "Lag Pump Start"; "High Level Alarm"; "All Pumps Off".

Off Mode

i. When off mode is selected, no additional screens will appear and no commands will be issued.

g. Wet well Level Status Monitoring

i. Operator can enter a setpoint for level. The SCADA system will alarm output "WARNING WET WELL LEVEL APPROACHING OVERFLOW CONDITION".

ii. When level is exceeded, alarm will be issued.

iii. When level drops below setpoint, alarm output will be discontinued after time delay.

h. The following adjustable parameters shall be provided at SCADA HMI:

	Description	Range, Initial Setting
i.	Lead Pump Start	Wet well Depth (Ft), TBD
ii.	Lag Pump Start	Wet well Depth (Ft), TBD
iii.	All Pumps Off	Wet well Depth (Ft), TBD
iv.	High Level Alarm	Wet well Depth (Ft), TBD
v.	Warning Wet well Level Approaching Overflow Condition	Wet well Depth (Ft), TBD

4.02 DUPLEX WASTEWATER PUMPING (WITH NEW CONTROL PANEL)

A. Field Functions:

1. Provide hand/off/auto for each pump. Operation is same for each pump.

In hand mode, pump runs.

In off mode, pump will not run.

In auto mode, pump runs as directed by RTU logic per drawings. Level control for pump operation shall be via level transmitter. Lead pump position shall alternate on each pump stop condition.

Pump can be remotely started as directed by RTU when hand switch is in the auto position only.

2. Pump run status, RL-X, pump run time, ETM-X, and pump starts (cycle count, KKI-X) shall be indicated. Pump run status shall also be provided to RTU.

3. Receive a discrete signal on over-temperature from pump manufacturer's internal temperature switch. Indicate pump overtemp, OT-X locally. Over temperature alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.

4. Receive a discrete signal on seal failure from pump manufacturer's seal failure module (SFM-X). Indicate pump seal failure locally. Seal failure alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.

5. Receive a discrete signal from FS2 on high high level in wet well and locally indicate high high level visually (HLA) and audibly (AH). High high level alarm shall also be issued to RTU.

   Provide pushbutton reset to silence local alarm.

   Float shall be self-resetting and output signals shall discontinue on reset.

   High level alarm float shall also backup start the pumps.

6. Receive a discrete signal from FS1 on low low level in wet well.

   Low low level float shall also backup stop both pumps.

7. Receive a discrete signal on ground fault from ground fault monitor and locally indicate. Ground fault alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.

8. Upon opening of front panel door, intruder alarm switch ZS shall provide a discrete signal to RTU. System shall reset upon closing door which opens CR7.

9. Provide fluorescent courtesy lamp, convenience outlet, all indicated breakers, relays, terminal strips, wiring, power supplies, wire duct, lightning arrestor, surge capacitor, fuses, control power transformer, RTU power supply, and other components to meet all function requirements. Refer to 3-line diagrams and control schematics in drawings.

10. Monitor phase of normal and emergency power supply. When any power leg is out of phase, indicate locally, interrupt controls and stop pump(s). Phase monitor shall auto reset. Power supply to control panel shall be as indicated on drawings. Phase failure indication shall also be provided to RTU.

    Discontinue discrete signal to RTU on phase monitor reset.

11. Provisions shall be made for the following system monitoring functions:

    a. Provide continuous 4-20 mA DC signal to RTU from level transmitter (LT) corresponding wet well level.

    b. Provide continuous 4-20 mA DC signal to RTU from Pump No. 1 current transmitter (IIT-1) corresponding to pump amperage draw.

    c. Provide continuous 4-20 mA DC signal to RTU from Pump No. 2 current transmitter (IIT-2) corresponding to pump amperage draw.

12. Provisions shall be made for the following future system monitoring functions:

a. Provide continuous 4-20 mA DC signal to RTU from future combustible gas detector (CGD) corresponding to percent LEL in wet well.

B. Field Components:

Tag Number	Component Identification Code	Component Name and Options
GR	M7	Generator Receptacle
LA	M7	Lightning Arrestor
SC	M7	Surge Capacitor
MS(2)	M7	Pump Motor Starter w/Solid State Overload
CCB	M7	Control Circuit Breaker 20 Amp
DRB	M7	Duplex Receptacle Breaker 20 amp
RTU	M7	RTU Breaker 20 Amp
GFDR	M7	Ground Fault Duplex Receptacle
PM	M7	Phase Monitor
AL1	M7	Indicator Light, Amber = Fail
HS(2)	M7	Selector Switch (Hand/Off/Auto)
ETM(2)	M7	Elapsed Time Meter
RL(2)	M7	Indicator Light, Green = Run
MB(2)	M7	Pump Motor Breaker (Amperage Rating indicated on drawings)
MCB/ECB	M7	Main and emergency circuit breakers w/mechanical interlock (amperage ratings indicated on drawings)
FL	M7	Fluorescent Lamp
CPT	X1	Control Power Transformer (480 volt panels only)
FS2	L8	Float Switch, Rising
FS1	L8	Float Switch, Falling

ISR1,2	M7	Intrinsically Safe Relay
FLA	M7	Flasher
HLA	M7	High Level Alarm, Globe Type
ASB	M7	Pushbutton, Black
AH	M7	Alarm Horn
AUX	M7	Auxiliary Breaker 20 amp (where noted on drawings only)
KKI(2)	M7	Pump Cycle Counter
ALT	M7	Duplex Alternator
SFM(2)		Seal Fail Module
OT-(2)	M7	Indicator Light, Red = Overtemp
SF(2)	M7	Indicator Light, Red = Seal Fail
ZS	Z1	Intrusion Switch
IT	X1	Isolation Transformer 120V:24V
GF-(2)	M7	Indicator Light, Red = Ground Fault
LT	L16	Submersible Level Transmitter Range: Depth of Wet well
GFM(2)	See Drawings	Ground Fault Monitor
IIT-(2)	See Drawings	Current Transmitter (Amps)

C. RTU Strategies:

1. Constant Speed Pump(s) Operation

a. Pump(s) shall start when pump(s) call signal is received from RTU after a time delay. This will be considered normal operation based on wet well level.

Pump(s) shall be stopped when pump(s) call signal is discontinued from RTU after a time delay.

b. Backup float actuated operation shall be provided by local control panel.

2. System Status and Faults (Normal via SCADA)

a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.

b. When discrete signal is received at RTU from MS-1 or MS-2 of pump(s) on following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.

c. When discrete signal is received at RTU from CR4 of high high wet well level following a time delay, a high high wet well level shall be issued to existing SCADA network via RTU.

d. When a discrete signal is received at RTU from CR51 (overtemp), SFR1 (seal failure), or CR8 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

e. When a discrete signal is received at RTU from CR52 (overtemp), SFR2 (seal failure), or CR9 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

f. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:

i. Signal from intruder switch(s) is discontinued.

ii. Acknowledgment of alarm via the existing SCADA network.

g. RTU shall receive and monitor 4-20 mA DC signal from the following devices:

Tag	**Variable**
LT	Water Level in Wet well
IIT-1	Pump No. 1 Current Draw
IIT-2	Pump No. 2 Current Draw

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

h. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

Tag	**Variable**
CGD	Percent LEL in Wet well

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

i. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.

j. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.

k. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.

D. Internal RTU Program Adjustable Software Values.

Description	Range, Initial Setting
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.

2. General programming shall include but not be limited to the following:

a. Graphic display of all new and existing discrete and analog data.
b. Reporting of all new and existing discrete and analog data.
c. Alarm reception and acknowledgment of the new and existing alarms.
d. Control output of data from central computer to RTU's per P&I diagram and these specifications.

3. Specific Functions shall be as follows:

a. General Alarm Logging and Reset.

i. Log all alarm received.

ii. Display all received alarms, graphically.
iii. Provide alarm acknowledgment.

b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.

c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.

d. Provide and display variable (analog) status functions.

i. Functions shall be shown graphically and numerically.
ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
iii. Provide for all analogs indicated on P&ID drawings.

e. Trending and Record keeping

i. All data (analog) and events (alarm and status) shall be stored for trending and records.

f. Sewage Pump Auto/Manual/Off Control

An auto/manual/off selector shall be provided for each pump.

Manual
i. When manual mode is selected, additional on-screen start/stop functions will appear.
ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Auto Mode
i. When auto mode is selected, additional on-screen start/stop functions will appear.
ii. Operator shall input RTU operational level setpoints for “Lead Pump Start”; “Lag Pump Start”; “High Level Alarm”; “All Pumps Off”.

Off Mode
i. When off mode is selected, no additional screens will appear and no commands will be issued.

g. Wet well Level Status Monitoring
i. Operator can enter a setpoint for level. The SCADA system will alarm output “WARNING WET WELL LEVEL APPROACHING OVERFLOW CONDITION”.
ii. When level is exceeded, alarm will be issued.
iii. When level drops below setpoint, alarm output will be discontinued after time delay.

h. The following adjustable parameters shall be provided at SCADA HMI:

	Description	Range, Initial Setting
i.	Lead Pump Start	Wet well Depth (Ft), TBD
ii.	Lag Pump Start	Wet well Depth (Ft), TBD
iii.	All Pumps Off	Wet well Depth (Ft), TBD
iv.	High Level Alarm	Wet well Depth (Ft), TBD
v.	Warning Wet well Level Approaching Overflow Condition	Wet well Depth (Ft), TBD

END OF SECTION

SECTION 13751

RTU SUBSYSTEM

PART 1 GENERAL

1.01 WORK INCLUDED

A. Provide all engineering, labor, materials, and equipment to furnish, install, adjust, test, startup, and document a fully functional RTU Subsystem as shown on the drawings and specified herein.

B. All equipment, software and programming furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of five (5) years.

C. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.

D. All items specified herein this Section may not be specifically required for this project. I&C INTEGRATOR shall coordinate the requirements of this Section with the work required for proper completion of the project.

E. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01010 – Summary of Work.

B. Section 13725 - Loop Functions/Programming Strategies/Protocol.

C. Division 16 - Electrical.

1.03 GENERAL SCOPE REQUIREMENTS

A. Standard RTU shall be installed and configured at each location indicated on drawings.

B. RTU functions shall be as specified in Section 13725 - Loop Functions/Programming Strategies/Protocol.

C. Radio Frequency shall match OWNER’s existing FHSS (Frequency Hoping Spread Spectrum) application. CONTRACTOR shall confirm communication’s protocols during shop drawing/submittal process.

D. Serial communications radios.

E. System Design

1. The base supplied system shall include all the elements as indicated by the design intent/concept drawings.

F. Software

1. Provide, install and configure all associated software and documentation. As a minimum, include radio, RTU, existing PLC drawings and SCADA.

2. The OWNER shall be the named license holder of all software.

3. Provide software configuration hard copy in the O&M Manuals.

4. Provide 2 electronic copies of all programs and configure files.

PART 2 PRODUCTS

2.01 GENERAL

A. RTU panel(s) shall be provided with a UL508 label and be manufactured by a UL508 panel manufacturer. Panel manufacturer shall submit proof of enrollment in U.L.'s custom builder's program.

B. RTU panels shall be manufactured and provided by the I&C INTEGRATOR.

2.02 PROGRAMMABLE LOGIC CONTROLLER (PLC)

A. PLC shall be Micrologix 1400, 1766 Family as manufactured by Rockwell Automation, Inc.

2.03 RADIO/MODEM SYSTEM

A. Radio shall be Transnet 900, Model EL805-MD 9XAFCSOWN as manufactured by GE.

2.04 ANTENNA AND ACCESSORIES

A. Antenna shall be Yagi antenna with N connector Model TY-900 as manufactured by Kathrein, Inc., Scala Division, or equal.

B. Coaxial cable shall be flexible low loss communications coax for outdoor/watertight applications, Part Number LMR-400-DB as manufactured by Times Microwave Systems, or equal.

2.05 BACKUP BATTERY

A. 12 Volt, 7 amp hour backup battery.

B. Battery shall be Power-Sonic, PS-1270, or equal.

2.06 RTU ENCLOSURE

A. RTU panels shall be UL Listed, modified, NEMA 3R, Type 304 Stainless Steel enclosure with padlockable draw latches or 3-point padlockable handles conforming to the requirements of the National Electrical Manufacturer's Association.

B. In addition to the NEMA 3R standard, the panel shall conform to the following requirements:

1. Minimum metal thickness shall be 14-gauge.

2. All doors shall be rubber-gasketed with continuous hinge.

3. Provide Type 304 stainless steel drip shield.

4. Provide aluminum dead front panel for component mounting as shown on drawings.

5. Cabinet shall be mounted as indicated on the Drawings. Provide mounting ears as required. Field drilling of cabinet is prohibited.

6. Print pocket (full, ½ or 1/4 size) and one (1) set of reduced drawings shall be provided on interior side of door. (This requirement may be deleted where indicated on drawings.)

7. Minimum overall dimensions shall be as indicated by Drawings or as required by UL subject 508A for industrial control panels.

8. Provide door stop kits for outer cabinet door and dead front door.

9. Provide ARC flash label per N.E.C.

10. Enclosure shall have exterior white powder coat

C. Cabinet enclosure shall be as manufactured by Hoffman, or equal.

2.07 MISCELLANEOUS RTU COMPONENTS

A. 12 VDC power supply shall be Model MDR-60-12 as manufactured by Meanwell, or equal.

B. 12 to 24 VDC converter shall be Model S-25A-24 as manufactured by Meanwell, or equal.

C. RF surge suppressor shall be Part Number IS-B50LN-C2 as manufactured by Polyphaser Corporation, or equal.

D. Loop surge suppressors shall be Part Number DRS-036 as manufactured by EDCO, or equal.

E. Terminals shall be Dinnectors, DN-T10A, or equal.

F. Fuse holders shall be Bussman, CHM1D, or equal.

G. Fuses shall be Bussman, or equal.

H. Door switch shall be Square D, 9007AP221, or equal.

I. Other miscellaneous components not specified herein shall be as specified in Section 13700 - Process Instrumentation and Controls.

2.08 PANEL ELECTRICAL

A. Wiring

1. All electrical wiring shall be in accordance with the applicable requirements of Division 16 - Electrical. Wires shall be 600-volt class, PVC insulated stranded copper and shall be of the sizes required for the current to be carried, but not below 16

AWG enclosed in either sheet metal raceway or plastic wiring duct. Wiring for signal circuits shall be twisted shielded pairs not smaller than No. 18 AWG, and be separated at least 6 inches from any power wiring.

2. All panel wiring shall be labeled with T&B Shrink-Kon HVM marker system. Wire marker numbers shall agree with control panel provided terminals.

B. Terminal Blocks

1. Terminal numbers and wire numbers shall agree.

C. Wire Ducts

1. Wire duct shall be by Panduit, or equal.

D. Miscellaneous Features

1. Provide fluorescent courtesy light, convenience outlet, lightning arrestor, surge arrestor, loop power supplies (with surge protection specified herein), circuit breakers and power supply.

2. Items required shall be as indicated on the drawings.

2.09 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire ISA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.

B. Circuit breakers and all dead front panel items shall be clearly labeled by name, no tag number. Nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.

C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive backing of the nameplate. Unless otherwise noted, color shall be black with white letters and letter height shall be 3/16-inch.

D. Field mounted tags shall be 16-gauge, 304 stainless steel with 3/16-inch high characters.

E. Each panel shall be provided with a cabinet face mounted laminated nameplate as specified above. Unless otherwise noted, color shall be black with white letters ½-inch high.

2.10 SPARE PARTS

B. Furnish the manufacturer's recommended spare parts including at least the following:

1. One (1) complete replacement radio.

2. One (1) battery.

B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.

C. Provide spare parts bill of materials with submittals for approval.

2.11 RADIO SYSTEM SURVEY

A. Radio survey shall be provided to confirm communications, signal strength and design requirements. Include a computer model and an actual field survey with verifiable results for each proposed RTU.

B. Radio survey shall be completed with the radio, antenna and PLC as specified herein.

C. Radio survey shall be completed prior to submittal of RTU shop drawings.

D. Radio survey shall be completed by Advantage Communication, Inc., or equal.

PART 3 EXECUTION

3.01 GENERAL

A. New RTU(s) shall be installed at locations per Drawings.

PART 4 LOOP SPECIFICATIONS

4.01 LOOP SPECIFICATIONS

A. Control loop requirements shall be as specified in Section 13725 - Loop functions/Programming Strategies/Protocols and as shown by the Drawings.

END OF SECTION

SECTION 16000

ELECTRICAL GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including CONTRACT CONDITIONS, apply to all the Work specified in the Electrical 16000 Sections.

1.02 LAWS, PERMITS, FEES AND NOTICES

A. Secure and pay all permits, fees and licenses necessary for the proper execution of the Work per the requirements OF Section 01010 - Summary of Work.

B. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the Work.

C. Electrical subcontractor shall be a licensed Electrical Contractor in project location jurisdiction.

1.03 DEPARTURES

A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the ENGINEER for advance written approval, prior to departure.

1.04 AS-BUILT INFORMATION

A. A set of "record drawing" electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable trays, conduits, pull-boxes, circuit numbers, and other information required by the ENGINEER.

1.05 JOB SITE VISIT

A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the Work, but which may not be shown on drawings or described within these Specifications.

1.06 CUTTING AND PATCHING

A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the ENGINEER for any alterations to structural members before proceeding.

1.07 MAINTENANCE

A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials, and equipment prior to final acceptance. Any materials or equipment not properly maintained or

protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the OWNER.

1.08 WATERPROOFING

A. Whenever any Work penetrates any waterproofing, seal and render the Work waterproof. All Work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

1.09 TESTS

A. Conduct an operating test of equipment prior to the ENGINEER's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the ENGINEER or an authorized representative. The Electrical Contractor shall furnish all instruments, electricity and personnel required for the tests.

1.10 SUMMARY OF ELECTRICAL WORK

A. Provide all labor, materials, took, supplies, equipment, and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically the work includes, but is not necessarily limited to:

1. Extend wiring/conduit to all new and existing controls and field instruments.

2. Installation of all control and RTU panels.

3. Conduit/wiring to serve new RTU locations.

4. Installation of antennas.

5. Grounding per NEC.

6. Other work as shown per the drawings or specified herein.

7. Start-up testing and documentation.

1.11 CODES AND STANDARDS

A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical Work (in addition to specific applications specified by individual Work sections of these specifications):

1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.

2. National Electrical Code.

3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.

4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.

5. ANSI: American National Standards Institute

6. NESC: National Electrical Safety Code

7. NFPA 820, fire protection in wastewater treatment and collection facilities.

8. Florida Building Code, Latest Edition.

1.12 ELECTRICAL TEMPORARY FACILITIES

A. The CONTRACTOR shall include in the bid the cost of furnishing, installing, maintaining, and removing all materials and equipment required to provide temporary light and power to perform CONTRACTOR's Work during construction and until Work is completed.

B. Safety

1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.

2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.

3. Raintight cabinets shall be used for all equipment employed in wet areas.

1.13 EXCAVATING FOR ELECTRICAL WORK

A. General

1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the CONTRACTOR. The actual Work need not be performed by electrical trades. However, the CONTRACTOR is responsible for all excavation, drilling, dewatering, backfilling, tamping, and repair of pavements and grassing required in support of electrical Work. All areas disturbed by electrical Work shall be repaired to their original condition, or as indicated on the drawings.

B. Coordination

1. The CONTRACTOR must check for existing utilities before commencing any excavation or drilling.

2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.

3. In the event of damage to existing utilities, the ENGINEER shall be immediately notified, and damage shall be immediately repaired.

4. The OWNER is to be consulted to ascertain locations of existing interferences by referring to "As Built" drawings and OWNER's experience. The excavations are to be scheduled at the OWNER's convenience.

C. Precautions

1. The Electrical Contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

1.14 ELECTRICAL PRODUCTS

A. Standards Products

1. Unless otherwise indicated in writing by the ENGINEER, the products to be furnished under this Specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the ENGINEER at no additional expense to the OWNER.

B. Delivery, Storage and Handling

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.

1.15 ELECTRICAL IDENTIFICATION

A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements.

B. Nameplates

1. The following items shall be equipped with nameplates: All motors, motor starters, junction boxes, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply identified. Special Electrical systems shall be identified at junction and pullboxes, terminal cabinets and equipment racks.

2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panelboards and switchboards shall include the panel designation, voltage and

phase of the supply. For example, "Panel A, 277/480V, 3-phase, 4-wire". The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall be 1/4 inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with stainless steel pop rivets. Motor nameplates may be non-ferrous metal not less than 0.003 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for ENGINEER's approval.

3. All junction and splice boxes shall be labeled using permanent shipping tags attached to boxes; not covers.

C. Wire and Cable Identification

1. All wire and cable shall be identified at each termination point and at each pull box, splice box, junction box, or manhole. Provide permanent, waterproof, non-metallic (paper unacceptable) tags indicating the circuit number in 3/16 inch letters.

2. Individual wires within equipment enclosures shall be identified using the equipment manufacturer's shop drawing wire numbers. Panel wire numbers and terminal numbers shall agree. Wire markers shall be as called out on the drawings.

D. Signs

1. Warning signs shall comply with OSHA requirements and reasonable safety precautions.

1.16 SKILLED ELECTRICAL CRAFTSMEN

A. Contractor shall employ and staff the project with skilled Craftsmen experienced in the project requirements.

B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.

C. Other skilled persons shall be present as the project requirements dictate including manufacturer’s representatives, start-up technicians, Engineers, etc.

END OF SECTION

SECTION 16050

BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 WORK INCLUDED

A. The work covered by this section of the Specifications consists of furnishing all plant, labor, material and equipment, and in performing all operations necessary for the construction of the electrical work, complete and ready for use. The work shall include, but shall not be limited to the furnishing and installing of materials and equipment to provide a complete electrical system in strict accordance with the specifications, as shown on the drawings, and as is necessary and incidental to the proper operation of the electrical equipment described for the project. Omission of a special electrical item obviously necessary for the proper functioning of equipment shall not relieve the Contractor of the responsibility of furnishing the item as a part of the work.

B. The Work shall include complete testing of all equipment and wiring at the completion of the Work and making any minor connection changes or adjustments necessary for the proper functioning of the systems and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.

C. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the Work of this Section shall be furnished within the Scope of the Contract.

D. All items specified herein may not be specifically required for this project. CONTRACTOR and/or electrical subcontractor shall coordinate the requirements of this Section with the drawings for proper completion of the work.

E. Like items provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.

F. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 16000 - Electrical General Requirements.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. All work shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes as adopted at bid time.

B. All materials and installations shall comply with the applicable standards of the National Electrical Manufacturers Association (NEMA) and Underwriters' Laboratories (UL).

C. It shall be the responsibility of the Contractor to install all work in conformance with all applicable codes to requirements of all authorities having jurisdiction and to the regulations of related utility companies.

D. Any changes to the design to comply with these codes shall be included in the Bid.

E. When a change is required, the CONTRACTOR shall send a copy of the change to the ENGINEER/OWNER and indicate the reasons. In no case shall any change be made if the design exceeds the minimum requirements of these codes.

1.04 INTERPRETATION OF DRAWINGS

A. The Drawings are not intended to show exact locations of conduit runs. Conduit runs are schematic. All known obstructions are indicated. CONTRACTOR shall locate unknown obstructions and avoid them. CONTRACTOR shall install raceways for a complete and functional system.

B. Unless otherwise directed by the ENGINEER, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.

C. Where circuits are shown as "home-runs" all necessary fittings and boxes shall be provided for a complete raceway installation.

D. Harmonize the Work of the different trades so that interferences between conduits, piping, equipment and structural work will be avoided. All necessary offsets shall be furnished so as to take up a minimum space and all such offsets and fittings, required to accomplish this shall be furnished and installed within the Scope of the Contract. In case conflict develops, the ENGINEER's and/or OWNER's authorized representative will decide which equipment or piping, must be relocated, regardless of which was installed first.

E. The locations of electrical equipment and similar devices shown on the Drawings are approximate only. Exact locations shall be as accepted by the ENGINEER during construction. Vendor's approved shop drawings shall be used for dimensions of equipment. Obtain in the field all information relevant to the placing of electrical work and in case of any interferences with other work, proceed as directed by the ENGINEER and furnish all labor and materials necessary to complete the Work in a workmanlike manner.

F. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.

G. All connections to equipment shall be made in accordance with the approved shop and setting drawings.

H. CONTRACTOR shall install all power, grounding, control, and instrumentation conduits concealed within walls, slabs, etc. whenever possible unless noted or shown otherwise on drawings.

1.05 SUBMITTALS

A. Submittals shall be made in accordance with Section 01300 - Submittals.

B. Submittals shall be made for all specified equipment and materials. Submittal data shall include but not be limited to catalog data, cut sheets, manufacturer's name and model number.

C. No material or equipment shall be ordered or shop work started until the ENGINEER's review of submittals has been completed.

1.06 QUALITY ASSURANCE

A. Work under this Section shall be accomplished by persons skilled in performance of the required work. All work shall be done in a first class manner in keeping with conventions of the trade. Work under this Section shall be closely coordinated with work of other trades to avoid conflict and interference.

B. The electrical subcontractor shall have experience in similar projects and shall employ a qualified supervisor with responsible experience in similar work who shall be in direct charge at all times.

1.07 DELIVERY, STORAGE AND HANDLING

A. The Contractor shall use all means necessary to protect the materials and equipment of this Section before, during and after installation and to protect the installed work and material of all other trades. In the event of damage, immediately make all repairs and replacements necessary for the approval of the ENGINEER/OWNER at no additional cost to the OWNER.

B. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of-doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired by the CONTRACTOR at his own cost and expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as directed by the ENGINEER, at the cost and expense of the CONTRACTOR, or shall be replaced by the CONTRACTOR within the Scope of the Contract.

1.08 WARRANTY

A. The manufacturer and CONTRACTOR shall warrant the equipment being supplied to the OWNER against all defects in workmanship and materials for a period of one (1) year(s). Warranty period shall commence on Substantial Completion date as outlined in the GENERAL CONDITIONS. Warranties for all equipment installed under this contract shall run concurrently.

B. The MANUFACTURER's warranty period shall run concurrently with the CONTRACTOR's warranty period. No exception to this provision shall be allowed. The CONTRACTOR shall be responsible for proper storage of the equipment so as to remain in an "as shipped" condition.

PART 2 PRODUCTS

2.01 MATERIALS

A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or manufacturer's specifications shall be submitted for review as required by the ENGINEER.

B. Materials and equipment used shall be labeled and listed by UL or FM wherever standards have been established and label service is regularly furnished. All products shall conform with the applicable standards of NEMA and ANSI.

2.02 GROUNDING MATERIALS

A. All ground rods shall be 10 or 20 foot 5/8" copperclad sections, unless otherwise indicated.

B. Ground wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

C. CONTRACTOR shall provide equipment grounding conductors, minimally sized per the N.E.C. unless otherwise indicated.

D. Grounding shall be provided per Article 250 of the N.E.C.

E. Provide exothermic welded connection to the building steel and to ground rods.

F. Test ground resistance in dry conditions, 3 days after rain. Submit test results.

G. Ground resistance shall not exceed 25 ohms per Article 250.56 of the N.E.C. Provide additional ground rods, if required within scope of contract.

2.03 CONDUIT

A. Galvanized Rigid Conduit (ANSI C80.1)

1. Rigid galvanized steel conduit “RGS” shall be U.L. approved, Schedule 40, mild steel pipe, zinc-coated on the inside and outside. Fittings shall be zinc-coated, U.L. approved. Comply with ANSI Spec C80.1 and Federal Spec WW-C-581.

B. PVC Conduit

1. PVC conduit shall be Schedule 80 or 40 as scheduled on drawings and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.

C. Flexible Conduit

1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.

D. Conduit End (Strain Relief)

1. Shall be nonmetallic, liquidtight, strain relief connectors - straight, as manufactured by Thomas & Betts (T&B) or equal.

E. PVC Coated RGS

1. PVC coated rigid galvanized steel conduit system shall be coated interior (minimum 2 mils) and exterior (minimum 40 mils) provided by Pearmacoat, Robroy, or equal.

F. Rigid Aluminum conduit

1. Rigid aluminum conduit shall be manufactured in accordance with ANSI® C80.5, UL-6A and Federal specifications WW-C581.

2. Provide UL listed rigid aluminum conduit couplings and fittings.

3. Rigid aluminum conduit shall be as manufactured by Wheatland Tube, or equal.

2.04 CABLE, WIRE AND CONNECTORS

A. 600 Volt Power Wiring

1. Cable shall be rated for 600 volts and shall meet the requirements below:

a. Conductors shall be stranded.

b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.

a. Type of wire shall be THHN/THWN except where required otherwise by the contract drawings.

d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.

e. Conductor metal shall be copper.

f. All conductors shall be meggered after installation and insulation must be in compliance with the National Electrical Code.

B. Instrumentation and Control Cable

1. Single and multiple pair, process instrumentation wire shall be 16 gauge twisted pair, stranded copper, 600 V., cross-linked polyethylene insulated, aluminum tape shielded, polyvinyl chloride jacketed. Wire shall be Houston Wire and Cable Product HW106, or equal.

2. Multi-conductor control cable shall be stranded 14 gauge, copper, 600V. THWN insulated overall shielded with PVC jacket. Cable shall be Houston Wire and Cable Product HW151, or equal.

C. Ground Wire

1. Bare, stranded copper conductors.

2. Provide tin plated copper at locations where grounding conductors are in direct contact with concrete.

D. Tray Cable

1. Power and control wiring installed in cable try system shall be 600V rated, shielded, tray cable, stranded copper with XHHW/CPE rated insulation, UL 1277 and UL 1685.

2. Tray cable shall be manufactured by Southwire, or equal.

2.05 BOXES (INTERIOR)

A. Outlets, junction boxes, conduits and pull boxes shall be of adequate size for the number of wires run into them. Pull boxes shall be installed where necessary and shall be placed in accessible location. All junction boxes and conduit fittings shall be cast of cadmium finished malleable iron.

B. PVC and F.R.P. fiberglass reinforced plastic shall be permitted in protected location.

2.06 BOXES (EXTERIOR AND PROCESS AREAS)

A. Boxes for wiring devices (switches and receptacles) installed outdoors or in process areas shall be weatherproof stainless steel with stainless steel cover plates. Junction boxes shall be stainless steel with gasketed covers. All boxes shall be securely mounted plumb and level in readily accessible locations. Boxes shall have stainless steel cover plates.

B. Unless otherwise indicated, all outdoor or process area junction boxes and pull boxes shall be NEMA 4X stainless steel.

2.07 SAFETY DISCONNECT SWITCHES AND ENCLOSED CIRCUIT BREAKERS

A. Safety Disconnect Switches

1. Fusible and non-fusible disconnect switches shall be heavy-duty, NEMA type H, quick-make, quick-break, visible blades, 600 volt, 3 pole with full cover interlock. Switches shall have copper Lugs.

2. Where disconnects are installed outside, provide a NEMA 4X, stainless steel enclosure.

3. Switches shall be horsepower rated and as manufactured by the Square D Co., or equal.

4. Auxiliary contacts shall be provided where required on plans.

5. Where indicated on drawings, provide auxiliary wire lugs for the surge capacitor (SC) and transient voltage surge suppressor (TVSS). These auxiliary lugs shall be on the load side of the switch. Lug sizes shall be coordinated with wire sizes required for these devices.

B. Enclosed Circuit Breakers

1. Provide a thermal magnetic circuit breaker, 480 volt (where applicable) or 240 volt, 3 pole molded case, per UL 489. All breakers shall have copper lugs.

2. Unless otherwise indicated, breakers shall be enclosed in a NEMA 4X, stainless steel enclosure.

3. Minimum breaker AIC shall be 65 KAIC unless otherwise indicated.

4. Units provided as main service disconnects shall be service entrance rated.

2.08 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.

B. Terminate all control and instrumentation cable with fork type compression lugs or similar.

C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the ENGINEER. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof at outdoor locations.

D. Unless otherwise indicated, power splices shall be made using polaris taps.

E. Unless otherwise indicated control circuits and power circuits less than #10 shall be made using compression butt splice with heat shrink.

F. Signal splices shall be made using compression butt splices with heat shrink.

G. Submit splice system for review and approval.

2.09 AUXILIARY GUTTERS

A. Gutters shall be provided per NEC article 374.

B. Interior Gutters

1. Minimum gauge steel shall be 12. Gutters shall be painted with one prime coat and two finish coats. Final coats shall match other electrical enclosures.

C. Exterior and Process Area Gutters

1. Minimum metal gauge shall be 12. Exterior gutters shall be NEMA 4X, Type 316 SST.

D. Submit shop drawings for all gutters.

2.10 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pullboxes, and other equipment furnished under this section or furnished for installation under this section.

B. Perforated straps and wire are not permitted for supporting electrical devices. Anchors shall be of approved types.

C. Framing channels for mounting disconnect switch, field panels, electrical equipment and the like, shall be minimum 1-5/8-inch width type 316 stainless steel channels as manufactured by Unistrut, or equal.

D. Pipe clamps, nuts, bolts, washers and other miscellaneous installation hardware shall be type 316 stainless steel.

2.11 TRANSIENT VOLTAGE SURGE SUPPRESSION (TVSS)

A. Furnish a UL listed TVSS, IT Protector, PTX400 Series, NEMA 4X with fused disconnect, no equal.

2.12 LIGHTING AND CONVENIENCE ITEMS

A. Lighting and convenience items shall be as specified and scheduled on the drawings.

2.13 LIGHTING CONTACTORS

A. Units installed indoors in clean dry rooms shall be NEMA 1; all others shall be NEMA 4X.

B. Eaton/Cutler-Hammer, UL Listed, electrically held contactor, with hand-off-auto selector, 30mm.

C. Provide and install photocell.

2.14 TIME CLOCKS

A. Units shall be UL Listed, 24/hour/7 day, electromechanical time clocks with mechanically held contactor, 30 amp rated, NEMA 3R enclosure.

B. Time clocks shall be as manufactured by Intermatic, or equal.

PART 3 EXECUTION

3.01 GENERAL

A. Prior to all work of Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the

point where this installation may properly commence. Install all electrical work to conform with job site conditions and all Drawings and Specifications.

B. All "tight" conditions shall be worked out in advance by the Contractor with all involved trades. In the event of any discrepancy, immediately notify the ENGINEER/OWNER. Do not proceed with any installation in the area of the discrepancy until it has been fully resolved. No additional cost will be considered for work which must be relocated due to the conflicts with the work of other trades.

C. Install all equipment, systems and materials in strict accordance with manufacturers' recommendations and NEMA standards for installation. If this in any way causes conflicts, immediately notify the ENGINEER/OWNER.

D. Provide all mounting supports and accessories as required to install all equipment and all system components. Correlate the Shop Drawings as applicable.

E. Coordinate with precast concrete supplier for locations of conduit blockouts. Blockouts shall be twice the nominal diameter of intended conduit.

3.02 EXCAVATION FOR ELECTRICAL WORK

A. The work of this article is defined to include whatever excavating and backfilling is necessary to install the electrical work. Coordinate the work with other excavating and backfilling in the same area, including dewatering, flood protection provisions and other temporary facilities. Coordinate the work with other work in the same area, including other underground services (existing and new), landscape development, paving and floor slabs on grade. Coordinate with weather conditions and provide temporary facilities needed for protection and proper performance of excavation and backfilling.

3.03 CONCRETE FOR ELECTRICAL WORK

A. The work of this article is defined to include whatever concrete work is necessary or shown specifically to install the electrical work.

B. Concrete shall be as specified in Section 03300 - Concrete.

3.04 WATERPROOFING

A. Use watertight fittings on panel or other equipment to keep out water. Seal conduits coming from wetwell with duct seal to keep out moisture.

B. Where support holes are drilled in panel or boxes, seal with butyl rubber or other approved sealing compound inside and out.

3.05 GROUNDING

A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.

B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of panelboards, and from panel grounding bars of panelboards, and motor control centers to branch circuit outlets, motors, lights, etc. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.

C. All connections made below grade shall be of the exothermic type.

3.06 CONDUIT

A. Locations

1. Conduit materials shall be used as scheduled on Drawings.

B. Installation

1. Conduits subjected to rough handling or usage shall be removed from the premises.
2. Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.
3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight. This shall be done by providing pipe sleeves in the concrete with one half inch minimum clearance around the conduits and caulking with sealant, or by means of conduit entrance seals.
4. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts (grounding type with lugs) and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
5. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
6. Where embedded conduits cross expansion joints, furnish and install offset expansion joints or sliding expansion joints. Sliding expansion joints shall be made with straps and clamps.
7. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends or pull boxes as indicated on the drawings. Bends and offsets shall be avoided where possible.
8. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed

not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.

9. Conduit runs shall always be concealed except where indicated on plans.
10. Pull wires shall be installed in all empty conduits. Pull wires shall be No. 12 gauge copper. All pull wires shall be identified with conduit number at each end.
11. The use of running threads is prohibited and where some such device is necessary, split couplings, Erickson couplings, or equal shall be used. Where watertight conduit installations are required, watertight conduit unions shall be used.
12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts on hollow masonry; expansion shields and machine screws or standard preset inserts on concrete or solid masonry; machine screws or bolts on metal surfaces, and wood screws on wood construction. The use of perforated straps or wires will not be permitted.
13. Concrete inserts and pipe straps shall be Type 316 stainless steel.
14. Wire shall not be installed until all Work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
15. Underground conduits not under concrete slabs, are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.
16. All conduits shall be cleaned by pulling a brush swab through before installing cables.
17. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment.
18. Where rigid conduit penetrates ground or concrete, the conduit shall be painted with two (2) coats of asphaltic base paint one (1) foot on each side of penetration.
19. A maximum of two (2) feet of flexible conduit shall be used at connections of all motors, transformers, motor operated valve and gates, instruments, and other items of equipment where vibration is present.

3.07 WIRES, CABLES AND CONNECTIONS

A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.

B. Shields shall be grounded at only one termination point.

C. A loop of each conductor shall be provided in each manhole to facilitate the addition of future tee splices.

3.08 BOXES

A. Installation of boxes shall be in accordance with the National Electrical Code requirements.

B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant, and galvanically compatible. Hardware shall be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

3.09 WIRING DEVICES

A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals.

3.10 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment furnished under this section or furnished for installation under this section.

B. Perforated straps and wire are not permitted for supporting electrical devices. Anchors shall be of approved types.

C. All floor mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by manufacturer, these recommendation shall be followed.

D. Pipe stands shall be constructed for supporting electrical and I&C equipment. Unless otherwise indicated, all materials shall be 316 stainless steel including all hardware. Pipe stands shall be set a minimum of 36" in the ground with 36" x 12" diameter concrete encasement. Encased pipe shall be coated with bitumastic coating. Unless otherwise indicated, top of equipment mounting height shall be approximately 60" above final grade but shall be increased as required to maintain a minimum of 12" from bottom of equipment enclosure to the final grade.

END OF SECTION

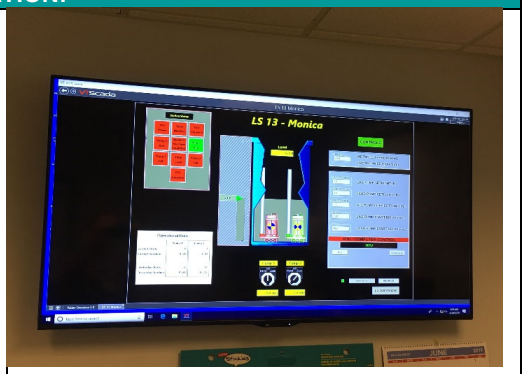
CAPITAL IMPROVEMENT PROJECT DETAIL

Task #
PROJECT # 20-UTL-563-18

Project Name:	Lift Station SCADA Upgrades	**Project Manager:**	Pward
Department:	Public Service	**Original Plan Date:**	FY20
Location:	Utilities - Lift Stations	**Date Approved:**	

DESCRIPTION / JUSTIFICATION:

Approximately 40% of the Village's lift stations are currently monitored and controlled by a Supervisory Control and Data Acquisition (SCADA). This project includes the phased installation of SCADA systems at the remainder of the Village owned lift stations. Installation of SCADA systems would include the installation of an electronic monitoring system that achieves control at each of the Village's lift stations and provides data on how the station is operating (i.e., flow rates, pump starts, etc.). This proposed system will result in a significant benefit to our customers through reduced response times to station problems as well as to the Village by reducing liability (in terms of wastewater overflows/backups) and will result in fewer equipment repairs (and lower capital and ongoing maintenance costs) due to early detection and diagnosis of problems.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	156,407						156,407
Construction		417,000					417,000
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	**156,407**	**417,000**	**-**	**-**	**-**	**-**	**573,407**

SOURCES OF FUNDS:	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Grant Funding (Grant Name)							
General Fund - Public Works (01441)							-
Water & Sewer Enterprise Fund (41336)	156,407	417,000					573,407
Stormwater Enterprise Fund (42338)							-
Unfunded							
TOTAL PROJECT REVENUE	**156,407**	**417,000**	**-**	**-**	**-**	**-**	**573,407**

OPERATIONAL IMPACT

Note: A reduction in maintenance and overtime costs are expected as a result of this project.

OPERATIONAL IMPACT	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Additional Revenues							
Charges for Services							-
Other Revenues							-
Less Additional Expenditures							
New Personnel							-
Maintenance and Other Operating							-
Contracts & Leases							-
Non Operating (Debt Service)							-
Net Annual Impact on Operations	**-**	**-**	**-**	**-**	**-**	**-**	**-**

FUNDING SOURCES	FY20	FY21	FY22	FY23	FY24	FY25	TOTAL
Water & Sewer Enterprise Fund (41336)							-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Finance

ITEM #10: Resolution No. 2022-12 Approval of Budget Transfer from Public Works to Library and General Government

SUMMARY: Staff requests approval of the transfer of budgeted funds to cover additional costs to build out the "Flex Area" on the North End of Village Hall and to cover the estimated cost of a new roof for the Library. Funds are proposed to be transferred from Public Works that were originally budgeted to repair and repaint village roofs.

FISCAL IMPACT:

This has no impact on the General Fund. Staff requests approval to transfer funds from Public Works to the Library for the estimated cost of a new roof and transferring funds to the General Government to cover the additional costs needed to complete the flex area buildout.

ATTACHMENTS:

1. Proposed Resolution No. 2022-12 Budget Transfer (Public Works to Library and General Government)
2. Budget Transfer - Public Works to Library and General Government

RESOLUTION NO. 2022-12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES TO COVER THE ESTIMATED COST OF A NEW ROOF FOR THE LIBRARY THE VILLAGE 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 2022 Annual Operating Budget, pursuant to Ordinance No. 2021-11 on September 23, 2021; and

WHEREAS, the Village finds it is necessary consider a transfer Public Works to cover additional costs to buildout the "Flex Area", located on the North End of Village Hall, and to cover the estimated cost of a new roof for the Village of Palm Springs Library; and

WHEREAS, adoption of the FY 2021-2022 Amended Annual Operating Budget set forth herein serves a value for 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 2021 - 2022.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	____	____	____
GARY READY, VICE MAYOR	____	____	____
DOUG GUNTHER, MAYOR PRO TEM	____	____	____
JONI BRINKMAN, COUNCIL MEMBER	____	____	____
PATTI WALLER, COUNCIL MEMBER	____	____	____

The Mayor thereupon declared the Resolution duly passed and adopted this day of March 10, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OFPALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2021 - 2022

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01119-56200	Buildings - General Government	$ 232,200.00	$ 85,000.00		$ 317,200.00
01446-54600	Repair & Maintenance	$ 301,981.00		$ 185,000.00	$ 116,981.00
01771-56200	Buildings - Library	$ 74,000.00	$ 100,000.00		$ 174,000.00
					$ -
	TOTAL	$ 608,181.00	$ 185,000.00	$ 185,000.00	$ 608,181.00

EXPLANATION : Cover additional costs to buildout flex area on north end of Village Hall and cover estimated cost of a new roof for the Library. Funds are being transferred from Public Works that was originally budgeted to repair and repaint Village roofs.

Prepared by: _____ Date: 2/18/2022

Approved by: _____ Date: 2/18/2022

Finance Reviewed: _____ Date: 2/18/2022

Approved

Denied

_____
Village Manager

2/18/22
Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date: _____

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Parks & Recreation

ITEM #11: Approve Foxtail Palm Park Playground Shade Structure Purchase Contract (Task Order No. 301) - Piggyback - Parks and Recreation Department (FY 2022 Funded - General Fund) - Shade Systems, Inc.

SUMMARY: The Parks and Recreation Department has identified a need to purchase a shade structure to provide shade for the previously installed playground equipment at Foxtail Palm Park. This type of shade structure is important for the safety of our children utilizing playground equipment. The Florida weather limits the ability for residents to use playground equipment in the heat of the day, especially during the summer. This new structure would contribute toward ensuring a more safe and fun play space for our community.

To ensure the lowest possible price, staff recommends that the Village piggyback off the Volusia County School District Contract awarded to Shade Systems, Inc. This selection through Volusia County School District is through a competitive selection process - Playground and Related Equipment (ITB MTS-906BC - October 23, 2018). Files are available in the Village Clerk's Office.

Note: Through the Volusia County School District contract, the Parks and Recreation Department would be able to obtain a price of $39,995.50 that includes a 25% discount (per the terms of the approved contract) from their retail catalog pricing.

Within the FY 2022 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved $80,000 for the purchase and installation of a shade structure for the playground at Foxtail Palm Park.

If approved, the Village would accept Shade System, Inc.'s pricing by piggybacking the Volusia County School District Contract, including all terms, conditions, and pricing therein. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract. The Village has received a proposal from a separate vendor to provide the installation for this structure.

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

If approved, the proposed permitting and installation of the new shade structure system would be completed in conjunction with the installation of the previously approved playground equipment and is

estimated to be complete within 150 days (August/September 2022) following the Notice to Proceed/Receipt of Purchase Order by the Village.

The Village Attorney prepared the proposed agreement, and the Parks and Recreation Director, Public Works Director, and Finance Director reviewed it.

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

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2022 Budget - General Fund. This is for the shade structure only. A separate vendor will be doing the installation.

Allocated/Estimated Project Funding:	
FY 2022 Approved Budget - General Fund	$80,000.00
Proposed Project Cost - Foxtail Palm Park Shade Structure (Task Order No. 301) - FY 2022	$39,995.50
Proposed Project Cost - Foxtain Palm Park Shade Structure Installation (Task Order No. 301) - FY 2022	$23,977.00

ATTACHMENTS:

1. Proposed Agreement Foxtail Palm Park Shade Structure - Shade Systems, Inc.
2. Proposal Shade Structure - Foxtail Palm Park - Shade Systems, Inc.
3. School Board of Volusia County - Contract Renewal Award Letter
4. School Board of Volusia County - Addendum 1 - Invitation to Bid (ITB MTS-906BC - Playgrounds and Related Equipment)
5. Shade Systems, Inc - Pricing Discount

AGREEMENT FOR THE PURCHASE OF PLAYGROUND SHADE CANOPY EQUIPMENT FOR FOXTAIL PALM PARK

This Agreement for the purchase of playground shade canopy equipment ("Agreement" hereafter) is made as of the _____ day of _____, 202__, 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 **Shade Systems, Inc.,** 4150 S.W. 19th Street, Ocala, Florida 34474, 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 playground shade canopy equipment for use in the VILLAGE's Foxtail Palm Park; and,

WHEREAS, the School Board of Volusia County through its competitive selection process awarded a Contract for the supply and delivery Playgrounds and Related Equipment (Bid # MTS-906BC), (hereafter "Volusia Contract") to the VENDOR, which includes the shade canopy equipment sought by the VILLAGE; and,

WHEREAS, the Volusia Contract was set to expire on January 31, 2022 but has been renewed through January 31, 2023; and

WHEREAS, the VILLAGE requested and the VENDOR has agreed to execute this Agreement with the VILLAGE for the supply of shade canopy equipment based on the terms and conditions of the Volusia Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Volusia 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. Volusia Contract. The School Board of Volusia County's 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 School Board of Volusia County under the Volusia Contract and all associated and applicable Contract Documents as defined therein and which shall include Bid #MTS-906BC and all attachments thereto. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Volusia Contract.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Volusia Contract and pricing therein, the VENDOR shall supply as requested by the VILLAGE, as set forth on Exhibit "A", attached hereto and incorporated herein. 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 Volusia 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. Volusia 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. The Volusia 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, attached hereto, and as set forth in the Volusia 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 and warranties as required by the Volusia Contract, or as provided herein. 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 Volusia Contract.

6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

A. Keep and maintain public records required by the VILLAGE to perform the service.

B. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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 Volusia 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.

9. 13. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

D. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

E. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Beverly Smith, Mayor

ATTEST

_____

Kimberly M. Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **SHADE SYSTEMS, INC.**

By: _____

Print Name: Jeremy Perkins

Title: Architectural Specialist

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MARION)

Shade Systems, Inc

The foregoing instrument was acknowledged before me this 31 day of January, ~~2019~~ 2022 by Jeremy Perkins, as Architectural Specialist of ~~Duval Ford, LLC~~, a ~~company~~ authorized to do business in the State of Florida, and who is ~~personally known to~~ me or who has produced the following N/A as identificatio

Notary Public

Print Name: [illegible]
My Commission expires: 10/20/2023

BRADLEY BUZARD
Notary Public - State of Florida
Commission # GG 348715
My Comm. Expires Oct 20, 2023
Bonded through National Notary Assn.

4150 S.W. 19 Street
Ocala, FL 34474
p: (800) 609-6066 | f: (352) 237-2256
www.shadesystemsinc.com

Sales Order

Bill To: **The Village of Palm Springs**
226 Cypress Ln
Palm Springs, Florida 33461
Garrett Pearson
gpearson@vpsfl.org

Prepared By: **Jeremy Purkis (ext. 119)**
(352) 237-0135
jeremy@shadesystemsinc.com

Quote No.: Q-05688
Quote Date: 1/25/2022
Expires On: 3/21/2022

Project Name: **Foxtail Palm Park**

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
1	Model No. R406014 - Rectangle Mega Span CoolNet™ Color:_____ Powder-Coat Color:_____	$44,370.00	$44,370.00
4	Model No. PMT6 - Pier Mount Column - Over 6" Diameter	$640.00	$2,560.00
1	Model No. ENGDWG - Florida Professional Engineer Sealed Drawings	$800.00	$800.00
1	Model No. ENGCAL - Florida Professional Engineer Sealed Calculations	$800.00	$800.00
1	Less 25% Discount Per Volusia County School Contract # MTS-906BC	$-12,132.50	$-12,132.50
1	Shipping / Handling Charge to Palm Springs, Florida 33461	$3,598.00	$3,598.00
		TOTAL:	$39,995.50

IMPORTANT TERMS & CONDITIONS:

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available at $800.00 additional cost per optional color selected.
- Prices do not include any concrete supplies, anchoring hardware (if applicable), truck unloading or installation.
- Current shipping schedule is estimated at 8 to 10 weeks after receipt of order.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order along with your official municipal purchase order.

ABOVE APPROVED AND ACCEPTED:

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees this order is not cancelable.

BY: _____TITLE: _____DATE: _____

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Dec 14, 2021 - Agenda - 3:30 PM - The School Board of Volusia County, Florida
Category	13. Consent-Operations Services-Purchasing
Subject	13.01 Renewal: Contract No. MTS-906BC, Playground & Related Equipment
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital
Recommended Action	The superintendent recommends approval for the renewal of Contract No. MTS-906BC, Playgrounds and Related Equipment.
Goals	Goal 4-Resources & Operational Processes

Public Content

BACKGROUND:
This contract renewal will be utilized by the Facilities Maintenance and Planning & Business Services Departments to secure new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

12-14-21 BOARD - Contract Renewal MTS-902BC Playgrounds & Related Equip.pdf (5,956 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Carl Persis, second by Linda L Cuthbert.
Final Resolution: Motion Carries
Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon, Anita Burnette

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Shade Systems, Inc.
jeremy@shadesystemsinc.com
4150 SW 19th St.
Ocala, FL 34474

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: **02/01/2022 to 01/31/2023**

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:12:59 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Signature	Signature
11/02/2021 Date	Date
Jeremy Perkins Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

An Equal Opportunity Employer

ADDENDUM #1

ITB NO.: MTS-906BC – PLAYGROUNDS AND RELATED EQUIPMENT

BID OPENING DATE & TIME: NOVEMBER 9, 2018 @ 2:00 PM

LATE BIDS WILL NOT BE CONSIDERED

Listed below are answers to questions that were received in writing prior to the question end date on October 30, 2018.

1. **Question:** Cover page of the ITB says the due date is 11/9/18; however, page 34 says the due date is 10/23/18; please advise?

   Answer: The Bid Opening Date & Time are November 9, 2018 @ 2:00 PM EDT

2. **Question:** Do you need an actual price list or just a catalog of our equipment?

   Answer: In accordance with the ITB, Section 2, Para 3, "All bidder(s) must submit an electronic copy or a weblink for all cataloged items to be used under the resulting contract with their bid submittal." "If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package". Based on this information, we simply need your catalog or link which lists your equipment.

3. **Question:** Do you want the catalog in hard copy or digital copy?

   Answer: Please refer to the answer above.

4. **Question:** I have two companies that are owned and operated by the same person. We use one company to sell products and the other company for installation services. Can I submit two bids? One for product and the other for installation services? For tax liability reasons we like to split bill the services we provide. For example, we would provide an estimate for playground equipment and another estimate for installation.

   Answer: Submitting two bid submittals is acceptable ONLY if these two companies are operating under different Federal Tax ID Numbers and/or two separate business licenses.

5. **Question:** Should playground safety surfacing be included?

   Answer: We urge all prospective vendors to provide a percentage discount for as many items listed on the Bidder's Response Sheet as possible. Playground safety surfacing material is listed on the Bidder's Response Sheet as well; therefore, if it's something that you are able to provide, please provide a percentage discount for those categories.

ADDENDUM ACKNOWLEDGEMENT

This addendum to ITB number ***MTS-906BC – Playgrounds and Related Equipment*** has been received and fully understood.

Vendor: _____ **Date:** _____

Address: _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

Signature: _____

RETURN THIS ACKNOWLEDGEMENT WITH SEALED BID BY 2:00 PM 11/9/2018.

Volusia County School Board
Purchasing Department
3750 Olson Drive
Daytona Beach, FL 32124

ITB: MTS-906BC PLAYGROUNDS AND RELATED EQUIPMENT
BOARD DATE: 1/29/2019

SCHOOL DISTRICT OF VOLUSIA COUNTY

ITB FOR BOARD APPROVAL

NAME OF ITB	ITB NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds & Related Equipment	MTS-906BC	Varies	2/1/2019 - 1/31/2022	1. Advanced Recreational Concepts, Melbourne, FL 2. Creative Shade Solutions, Inc., Tarpon Springs, FL 3. GameTime, Longwood, FL 4. Komplan, Inc., Austin, TX 5. Miller Recreation Equipment + Design, Inc., Bradenton, FL 6. Parkwarehouse, LLC, Boca Raton, FL 7. Playmore West, Inc., Fort Meyers, FL 8. Playspace Services, Melbourne, FL 9. Legacy Construction Services Group, Inc. DBA ProPlagrounds, Tallahassee, FL 10. Shade Systems, Inc., Ocala, FL 11. Swartz Associates, Inc., Naples, FL	This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playgrounds and Related Equipment and/or Services District-wide on an as-needed basis.

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Vendor Info	Note Codes	Playground Design & Layout Services	Grading and Site Prep Services	Playground Equipment	Playground Equipment Installation	Surfacing Materials	Surfacing Materials Installation	Shade Structures	Shade Structure Installation	Picnic Tables	Picnic Table Installation	Park Benches	Park Bench Installation	Trash Receptacles	Trash Receptacle Installation	Miscellaneous Playground Equipment	Misc. Playground Equipment Installation	Miscellaneous Repair Services	Miscellaneous Repair Parts	Other	Other	Other	Other
Advanced Recreational Concepts, Melbourne, FL	*	1%	1%	2%	1%	5%	5%	5%	1%	2%	1%	2%	1%	2%	1%	3%	1%	5%	5%	5% Shelters	1% Shelter Install	5% Mulch	0%
Creative Shade Solutions, Inc, Tarpon Springs, FL	*	0%	0%	0%	0%	0%	0%	5%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
GameTime, Longwood, FL	*	100%	0%	10%	0%	5%	0%	3%	0%	3%	0%	3%	0%	3%	0%	3%	0%	0%	0%	0%	0%	0%	0%
Komplan, Inc., Austin, TX	*	100%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	4%	9%	0%	0%	0%	0%
Miller Recreation Equipment + Design, Inc., Bradenton, FL	*	100%	0%	Varies	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	1%	0%	5% Bike Racks	5% B-Ball Goals	5% Rubber Surfacing	5% Shelters
Parkwarehouse, LLC, Boca Raton, FL	*	0%	0%	10%	0%	0%	0%	10%	10%	10%	0%	10%	0%	10%	0%	10%	0%	0%	5%	0%	0%	0%	0%
Playmore West, Inc., Fort Meyers, FL	*	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5% Outdoor Fitness	5% Outdoor Fitness Install	0%	0%

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Playspace Services, Melbourne, FL	*	1%	1%	Varies	1%	5%	5%	Varies	1%	Varies	1%	Varies	1%	Varies	1%	Varies	3%	5%	5%	1% Shelter Install	1% Court/ Field Equip Install	1% Outdoor Musical Install	0%
Legacy Construction Services Group, Inc. DBA ProPlaygrounds, Tallahassee, FL	*	10%	10%	10%	10%	5%	5%	5%	5%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	0%	0%	0%	0%
Shade Systems, Inc., Ocala, FL	*	0%	0%	0%	0%	0%	0%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Swartz Associates, Inc., Naples, FL	*	100%	0%	5%	30%	Varies	50%	2%	0%	5%	30%	5%	30%	5%	30%	7%	30%	0%	0%	7% Frog Site Furnish-ings	5% Kay Park Furish-ings	5% Ultrasite Site Furnish-ings	0%

Note Codes:
* - Recommended to Award

ITB Sent to: 3157
Response Received From: 11
"No Bid" Responses Received From: 4

Purchasing Department Approval: _____ Date: 12/6/2018

This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, December 7th, 2018 until 4:00 P.M., Wednesday, December 12th, 2018. Vendors are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statues. Offers from the Vendors listed herein are the only offers received timely as of 2:00 P.M., November 9th, 2018. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Parks & Recreation

ITEM #12: Resolution No. 2022-10 - Community Development Block Grant (CDBG) - FY 2023 Annual Project - Park Connector Pathway Project - Phase II (Canal Road Sub-Phase III)

SUMMARY: This is the 8th year that the Village of Palm Springs is an "Entitlement City" with a delineated Community Development Block Grant (CDBG) Target Area in the Palm Beach County 5-Year Consolidated Plan. Our proposed CDBG allocation for FY 2022/2023 is estimated to be approximately $130,515.

Under Housing and Urban Development (HUD) and CDBG requirements, the Village must submit a project to be included within the County's Annual CDBG Work Plan that meets the following requirements:

- Benefits low and moderate-income persons
- Include a public facility in need of repair or replacement, including ADA accessibility improvements, and/or
- Aid in the elimination of blight

Therefore, the staff is proposing a continuation of funding for the next phase of construction (Phase II of the Park Connector Pathway Project) utilizing the Village's projected FY 2023 CDBG funding allocation. The Park Connector Pathway is a village-wide trail designed to interconnect nine (9) of the Village's parks for 6.7 miles with a sidewalk system where possible, enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. Phase II of the Park Connector Pathway Project includes the construction and the installation of the proposed improvements.

Note: The Village Council (on November 7, 2019) provided input and direction on the proposed engineering and design plans that have been developed by the Village's consulting engineer before proceeding with additional Sub-Phases for the engineering and design portion of this project, which will include wide concrete sidewalks, paver brick separators, concrete illuminated feature, stamped pavement options, landscaping improvements, proposed signage and information boards, etc.

The Park Connector Pathway project consists of two (2) primary components:

Phase I is the professional engineering and design - Village's FY 2019 CDBG Project - Resolution No. 2018-07 - March 8, 2018.

Phase II is the construction of the system - Village's FY 2020 CDBG Project - Resolution No. 2019-07

- March 14, 2019. Within each of these Phases, the project has been broken into five (5) “Sub- Phases” and, thus, the work authorizations are (will be) referenced as such.

Sub-Phase I - South side of Alemeda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet. This sub-phase was completed in February 2021 and has been a welcome addition to the Village.

Sub-Phase II - Davis Road, from Alemeda Drive south to approximately 300 feet north of Lakewood Road (to include Royal Palm Park), approximately 2,600 feet of Greenbriar Drive that turns into Park Lane and west to Kirk Road to include the new Foxtail Palm Park and 600 feet of 10th Avenue North heading east off of Davis Road for a total of approximately 1.4 miles.

Note: Sub-Phase II was broken into two (2) separate projects (Sub-Phase IIA & Sub-Phase IIB) to better fund this large project for years rather than at a single time. The sub-phase IIB Davis Road, from Greenbrier to Lakewood Road, was completed in January 2022. The Village is being considered for a Recreation Trails Grant for the section along Davis Road (Alemeda to Greenbriar and west to Foxtail Palm Park) that's waiting for approval from the FWHA (Florida Highway Administration).

Sub-Phase III - Lakewood Road (Davis Road west to Kirk Road), Canal Road (Davis Road west to Kirk Road), and Kirk Road (Lakewood Road north to Canal Road) for a total of approximately 1.26 miles.

Sub-Phase IV - Kirk Road (between Canal Road and Park Lane), 10th Avenue North (from Sago Park Road - Sago Palm Park - to Summer Street), and Summer Street (700 feet north to Sabal Palm Park) for a total of approximately 1.42 miles

Sub-Phase V - At this time, the location for the final connection of the proposed Pathway (Sub-Phase V) has not been determined but is expected to connect to a potential new park (that is expected to be located east of Congress Avenue).

The proposed FY 2022-2023 Community Development Block Grant (CDBG) Program application is to construct a pathway along the north side of Canal Road located between Kirk Road and Davis Road along the Lake Worth Drainage District (LWDD) easement. The pathway will be a meandering coquina pathway with native Florida landscaping.

Note: This project is expected to be presented to the Council for consideration as the Village's annual CDBG project over the next two (2) to three (3) CDBG funding cycles (provided CDBG funding is available by the federal government) to support the expected construction and installation costs associated with the proposed Park Connector Pathway System improvements. Additional requests for funding (i.e., CDBG, Sales Tax, Grant Funding, General Fund, etc.) may be required depending on the construction (competitive) pricing that is received by vendors to complete this project.

The FY 2022/2023 CDBG allocation that the Village expects to be approved by PBC is approximately $130,515 and will get reimbursed to the Village - the remaining FY 2023 project budget funding will be supported utilizing Infrastructure Surtax (Sales Tax) dollars, other grant funding and /or Village General Fund allocation.

The proposed pathway improvements are located both inside and outside of the Village's CDBG Target Area, but will serve low- and moderate-income residents of the target area by providing an interconnected, pedestrian-friendly pathway between nine (9) of the Village's parks. The proposed pathway would also be ADA-compliant to serve those in the Village with unique abilities as well as our senior population. Additionally, the pathway network will benefit all Village residents; however, 4,730 CDBG Target Area residents living immediately along the Park Connector Pathway, will directly benefit

from the new facilities.

Under the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient ("entitlement") city (Resolution No. 2015-112), the Village (with County oversight), is responsible for all aspects of this project (i.e., establishing a general project timeframe, upfront funding of all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon Act minimum wages).

If approved, project bidding and selection is expected to be complete by the end of January 2023 with construction expected to begin by Spring 2023 with an expected completion by September 2023.

Note: The Village issued a Request for Qualifications (RFQ) for professional engineering services (i.e., design, bidding, and construction services) (RFQ #2019-001 - General Consulting Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes. The selected engineer - Wantman Group, Inc. - for this project is required to meet local, state, and federal procurement funding requirements.

The Planning & Zoning Board considered the proposed project during their February 13, 2018 meeting and recommended (conceptual) approval.

The proposed project application was prepared by the Parks and Recreation Program Supervisor and reviewed by the Parks and Recreation Director and Planning Zoning and Building Director.

FISCAL IMPACT:

The proposed FY 2023 CDBG allocation for the Village is estimated to be $130,515 and is requested to be approved to support the Park Connector Pathway Project - Sub Phase III. Additional funding above the proposed CDBG allocation ($130,515) will be funded utilizing Infrastructure Surtax (Sales Tax) dollars, and/or Village General Fund allocation.

Estimated FY 2023 CDBG Allocation - Village CDBG	$130,515.00
Estimated Construction Cost - Canal Road (Davis Road to Kirk Road)	$141,457.00

ATTACHMENTS:

1. Proposed Resolution No. 2022-10 - CDBG for Pathway Park Connector Phase II (Sub Phase III)
2. FY 2023 CDBG Allocation Funding Notification
3. Park Connector Pathway Map
4. CDBG Target Area Map
5. FY 2023 Palm Springs CDBG Application

RESOLUTION NO. 2022-10

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO CONTINUE THE DEVELOPMENT OF THE VILLAGE'S PROPOSED PARK CONNECTOR PATHWAY PROJECT (PHASE II) IN THE ESTIMATED AMOUNT OF $130,515; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Park Connector Pathway System ("Project") for the construction and to install improvements to the existing sidewalk network to create an interconnected pathway system enhanced with pedestrian amenities that link nine (9) of the Village's ten (10) parks; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defied by HUD, in as much as the Project:

(1) will benefit low and moderate-income persons; and

(2) it is a public access in need of repair, including ADA and accessibility improvements; and.

WHEREAS, the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

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

Section 1. The "Whereas" clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village Council hereby authorizes and directs the Village Manager to submit a grant application to the Palm Beach County Housing and Community Development in the estimated amount $130,515 for the Fiscal Year 2022-2023 Community Development Block Grant (CDBG) to undertake the Project.

Section 3. All funds derived from this Grant will be used toward completion of the Park Connector Pathway System.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of March 10, 2022.

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

Department of Housing & Economic Development

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hed

Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

February 1, 2022

Mr. Michael Bornstein, Interim Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: Fiscal Year (FY) 2022-2023 Community Development Block Grant (CDBG) Program

Dear Mr. Bornstein:

The Department of Housing and Economic Development (DHED) has commenced preparation of the FY 2022-2023 Action Plan and anticipates providing continued CDBG support to the Village of Palm Springs. Accordingly, please complete and return the attached funding application to DHED no later than **March 8, 2022**, via email to hed-submit@pbcgov.org, or hard copy to DHED, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

The County allocates CDBG funds to municipalities on a formula basis. The U.S. Department of Housing and Urban Development has not yet advised of the amount of the County's FY 2022-2023 CDBG grant. Therefore, for purposes of your application, the amount of CDBG funds requested should be the same as allocated during FY 2021-2022 ($130,515). If your application is approved for funding, the award will be based on your FY 2022-2023 CDBG formula amount.

The Board of County Commissioners (BCC) will discuss CDBG funding strategies at a public workshop tentatively scheduled for April 26, 2022. Contingent on BCC direction, proposed CDBG allocations will be included in the FY 2022-2023 Action Plan and presented to the BCC for approval in July 2022.

If you have any questions, please contact Carlos Serrano, Director of Strategic Planning and Operations at (561) 233-3608 or cserrano@pbcgov.org.

Sincerely,

Jonathan B. Brown, Director
Department of Housing and Economic Development

Attachment

cc: Iramis Cabrera, PZ&B Director, Palm Springs
Sherry Howard, Deputy Director, DHED
Carlos Serrano, SPO Director, DHED

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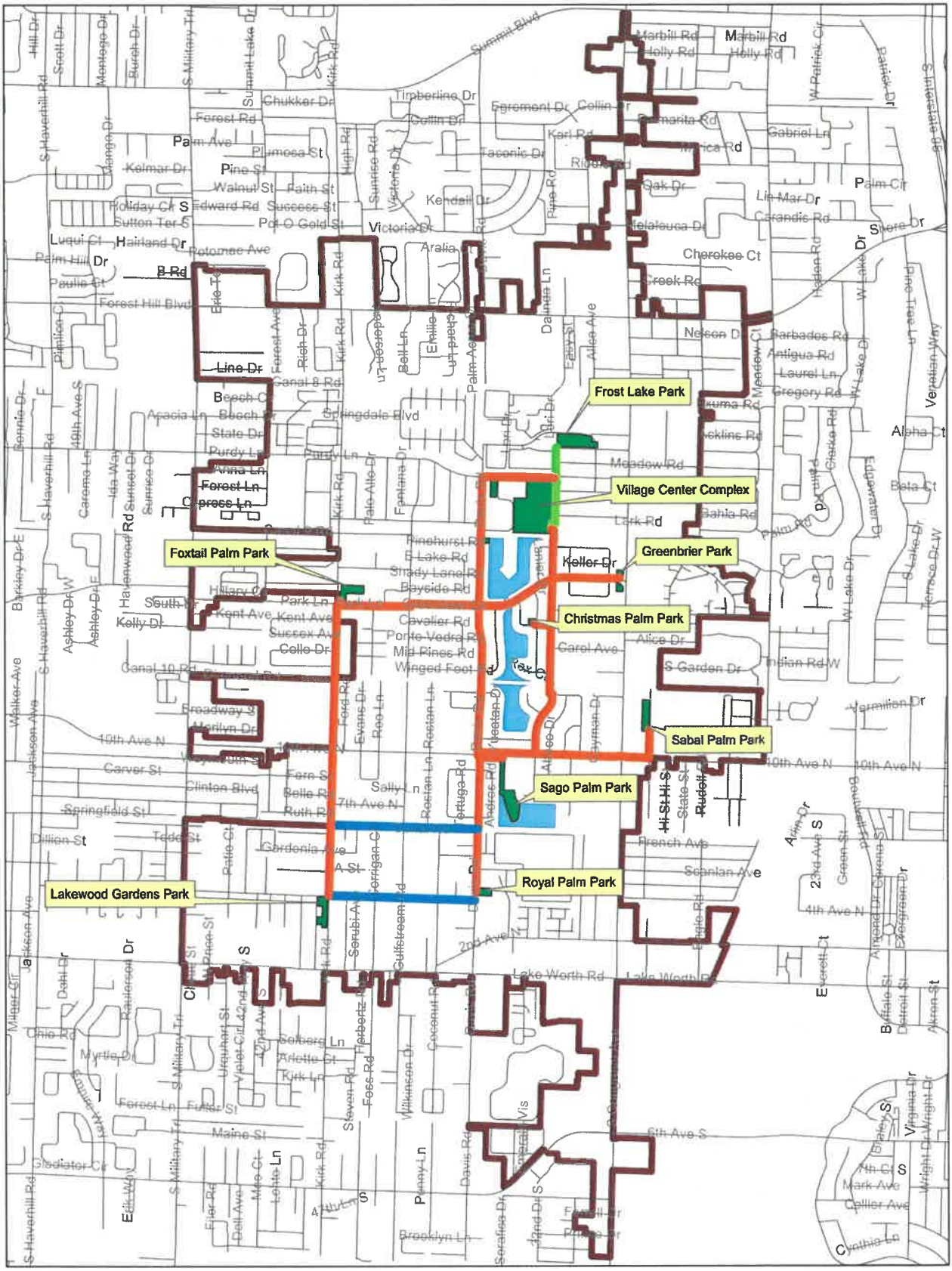
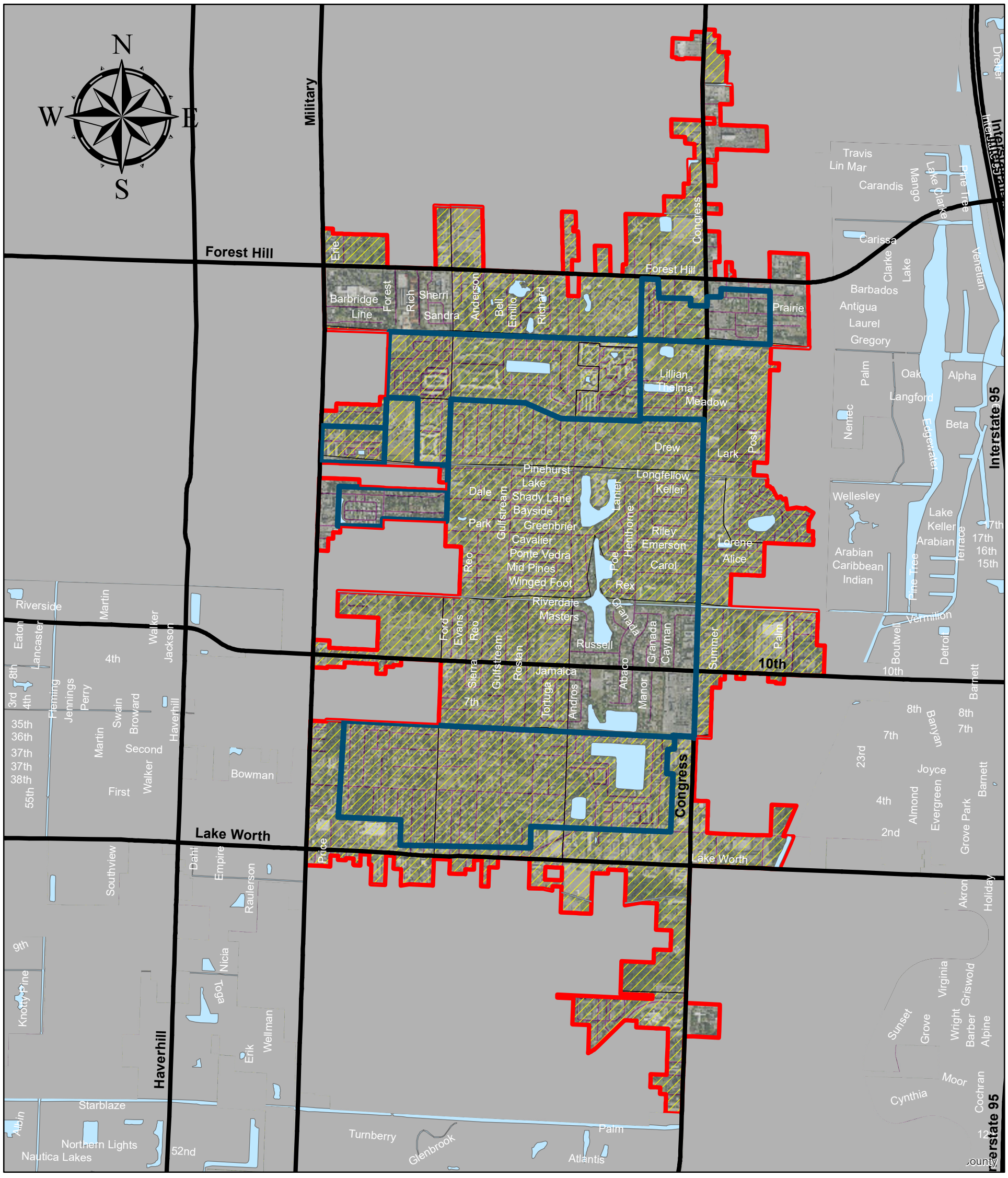
VILLAGE OF PALM SPRINGS

Park Connector Pathways



Palm Beach County
Community Development Block Grant Program
Village of Palm Springs
Low/Moderate Income Block Groups



0 0.475 0.95 1.9 2.85 3.8 Miles

Legend

- CDBG Eligible
- Existing CDBG Target Area
- Municipal Boundaries
- Water Bodies
- Major Roads

Department of Housing & Economic Sustainability

Source: 2011-2015 American Community Survey (Low/Mod Income)

Prepared by PBC Department of Housing and Economic Sustainability - October 2019

DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FUNDING APPLICATION FY 2022-2023

To request technical assistance call (561) 233-3623 or email msklar@pbcgov.org.

I. APPLICANT INFORMATION

Municipality:	**Village of Palm Springs**
Contact Person:	**Justin Lucas**
Title:	**Parks and Recreation Director**
Address:	**226 Cypress Lane**
City; State; Zip Code:	**Palm Springs, Florida 33461**
Phone Number:	**561-584-8200 x 8451**
E-mail Address:	**jlucas@vpsfl.org**
Name of Person Signing:	**Michael Bornstein**
Title of Person Signing:	**Village Manager**

Municipal applications must be signed by the City Manager or designee.

Signature:_____ **Date:**_____

II. PROJECT INFORMATION

a. Project Description

1. Name of Project:
   Canal Road Linear Pathway

2. Project Description:

a) Provide a detailed description of the work to be undertaken, including the current status of planning and design:

North side of Canal 11 between Davis Road on east and Kirk Road on west. Construct a meandering linear pathway of coquina rock material along an easement that has been dedicated to the Village by Lake Worth Drainage District. Will also include native Florida landscaping. Design completed by Wantman Group, Inc. See Attachment 3 Preliminary Design.

b) For projects serving all persons in a geographic area, identify the general bounds of the project service area:

The proposed path will serve all Village residents, however, it will be immediately accessible to those along Davis and Kirk Roads.

c) For projects serving a certain group(s) of users or a specific limited population(s), identify the user group(s)/population(s) and the unduplicated number of persons to be served:

The proposed path will serve all Village residents, as well as Residents living in the unincorporated areas in near vicinity of Village park facilities.

3. Project Location

a) Project Address:

Along the north side of Canal 11 on an easement dedicated to the Village of Palm Springs by Lake Worth Drainage District

b) Property Control Number(s):

70434419000001020

Attach street map and plat map

4. Project Specific Information (N/A for code enforcement)

a) Identify owner of property. If applicant is not owner, explain:

Lake Worth Drainage District

b) Identify zoning and land use designations of project site.

Districts

c) Describe status of project design, and if available, **attach preliminary design**.

The proposed project includes construction and installation of improvements to incorporate a non-pervious path on the north side of the canal (8 to 10 feet wide path), native Florida landscaping

III. PROJECT JUSTIFICATION

Describe the need for proposed project and how the project will address the identified need(s):

This is one section of a pathway project that links Village Park Facilities and neighborhoods to provide a safe and enhanced sidewalk and/or pathway system and a designated route to walk or bike between Village parks. Will receive high levels of pedestrian traffic.

IV. PROJECT IMPLEMENTATION

a. Project Implementation

1. Explain in detail how the agency (and who specifically) will implement the project:

   The Village of Palm Springs will issue an Invitation to Bid under the direction of the Village of Palm Springs Parks and Recreation Department with oversight from the Public Services Department.

2. **Attach an implementation schedule** that lists the following:
   - Tasks to be undertaken;
   - Dates for initiation and completion of each task; and
   - Dates for start and completion of expenditure of CDBG funds.

Include any pertinent comments/information to support feasibility of the proposed schedule.

V. PROJECT BUDGET

CDBG funds shall not supplant non-federal funds budgeted for the project.

a. Budget

1. Total Project Cost: $141,457

2. CDBG Funds Requested: $130,515

3. **Attach an itemized project budget** that includes all sources and uses of funds and identifies proposed uses of CDBG funds.

4. Provide details as to non-CDBG source funding timing and availability and **attach supporting documentation**, if available:

   The Village has applied for multiple state and federal grants aimed at providing funding to support the construction of the pathway. The attachment also shows support available within the Capital Improvement Plan.

5. **Attach a construction cost estimate** for the project from an engineer, registered architect, licensed contractor, or other qualified party. (N/A for code enforcement)

6. Will fees be charged for the use of the facility? (N/A for code enforcement) If yes, provide details on the nature and amount of the fees:

   No

7. Is the facility leased, or anticipated to be leased, by users other than the applicant? (N/A for code enforcement) If yes, identify users and lease arrangements:

   No

8. Will assessments be levied on real property to recover project capital costs? (N/A for code enforcement) If yes, explain:

   No

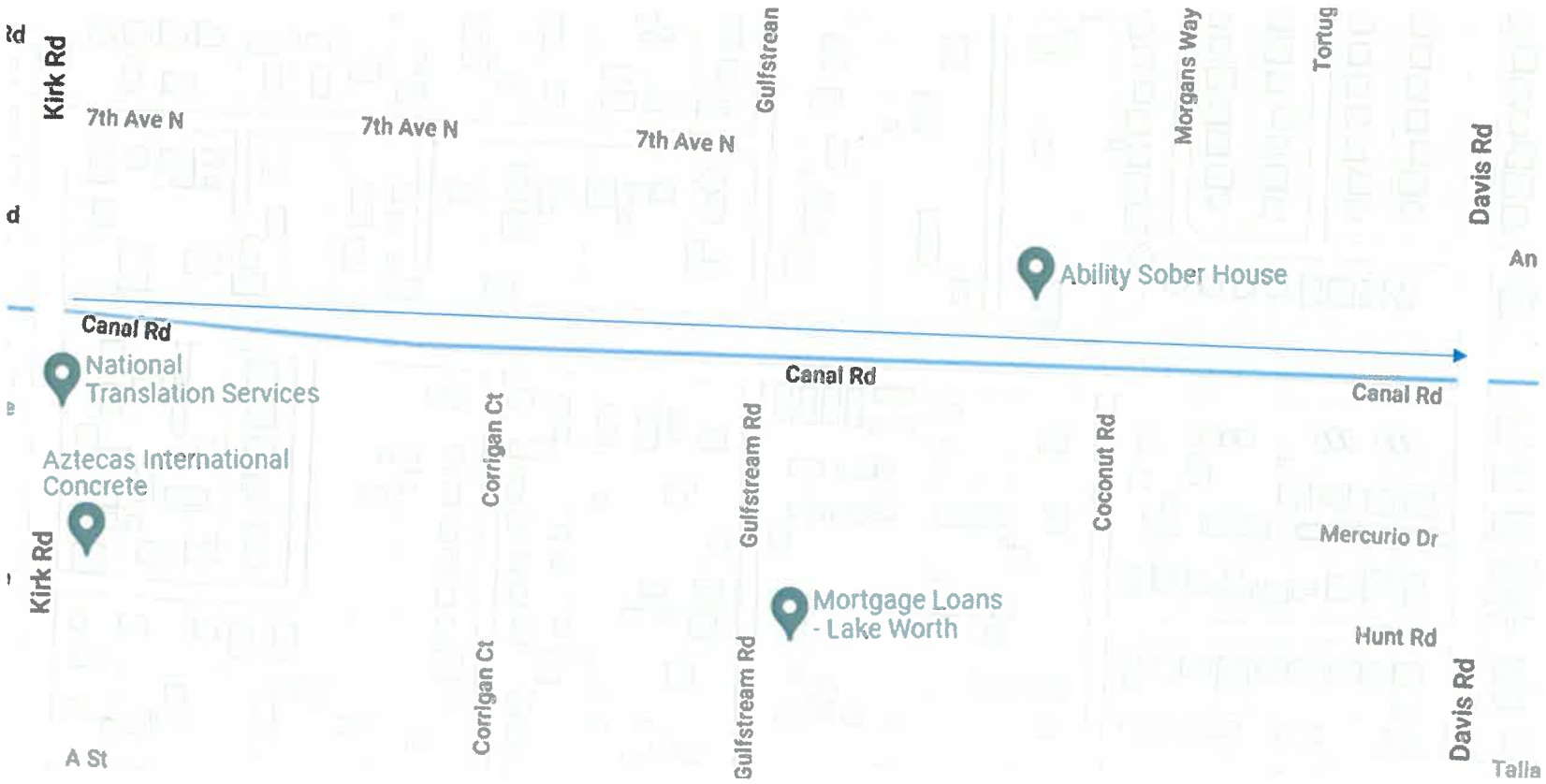
VI. REQUIRED ATTACHMENTS

	Document	Attached
1.	Street map showing location of project	**Attachment 1**
2.	Plat Map of project site	**Attachment 2**
3.	Project preliminary design	**Attachment 3**
4.	Project Schedule	**Attachment 4**
5.	Project Budget	**Attachment 5**
6.	Documentation of availability of non-CDBG funds	**Attachment 6**
7.	Construction cost estimate	**Attachment 7**

Document	Attached

THE STRATEGIC PLANNING DIVISION WILL PROVIDE TECHNICAL ASSISTANCE, IF NEEDED. IF YOU HAVE ANY QUESTIONS REGARDING THIS APPLICATION, PLEASE CONTACT THE SECTION AT (561) 233-3623 OR EMAIL msklar@pbcgov.org.

Attachment 1- Street Map



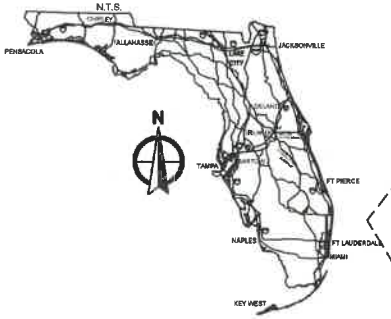
Attachment 2- Plat Map

Attachment 3- Project Preliminary Design

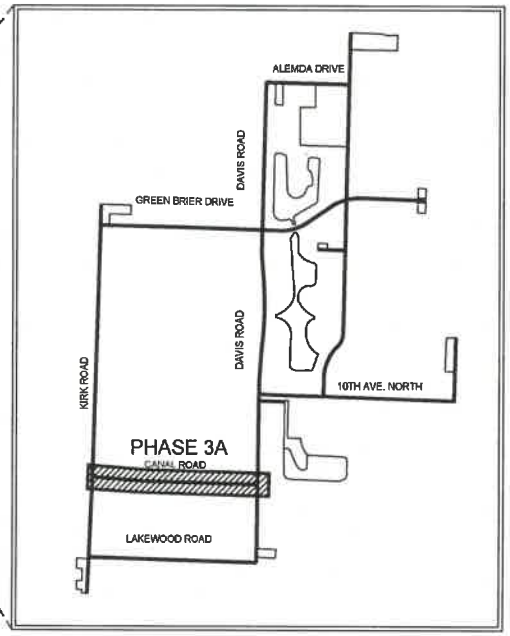
Village of Palm Springs
Park Connector Pathway
Preliminary Design
Canal Road- Davis Road to Kirk Road

VILLAGE OF PALM SPRINGS

PARK CONNECTOR PATHWAY
PHASE 3A
100% CONSTRUCTION DOCUMENTS



LOCATION MAP



SHEET INDEX

HARDSCAPE PLANS	
LH-100 - LH-103	HARDSCAPE PLANS
LH-500	HARDSCAPE NOTES AND DETAILS
LANDSCAPE PLANS	
LP-100 - LP101	LANDSCAPE PLANS
LP-500	LANDSCAPE DETAILS
LP-600	LANDSCAPE SPECIFICATIONS
IRRIGATION PLANS	
IP-100 - IP-101	TEMPORARY IRRIGATION PLANS
IP-500	TEMPORARY IRRIGATION NOTES AND DETAILS

WGI

NO. | DATE | DESCRIPTION | BY

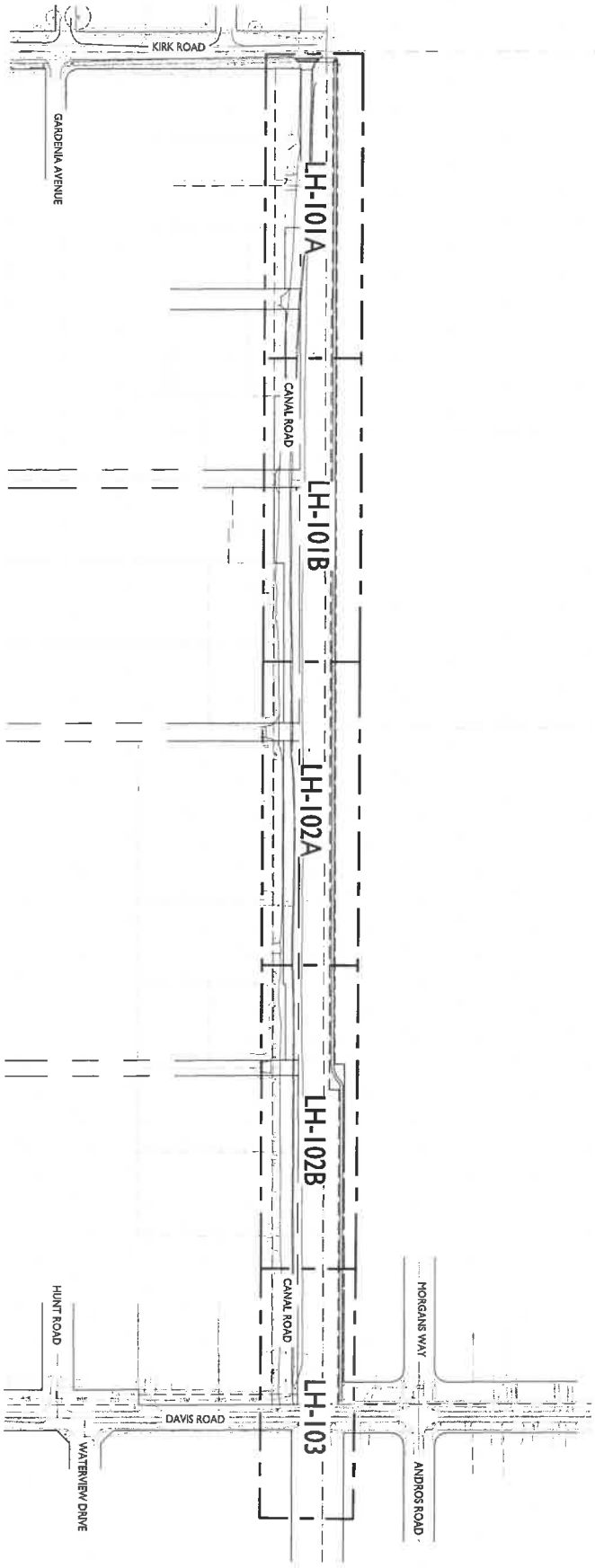
CAD | JOB NO. 3527.03 | DRAWN BY KSI,C | CHECK BY KSI,AM | DATE 05/12/2020

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
COVER SHEET

SHEET:
LC-100



SCALE: 1" = 100'

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
OVERALL HARDSCAPE PLAN

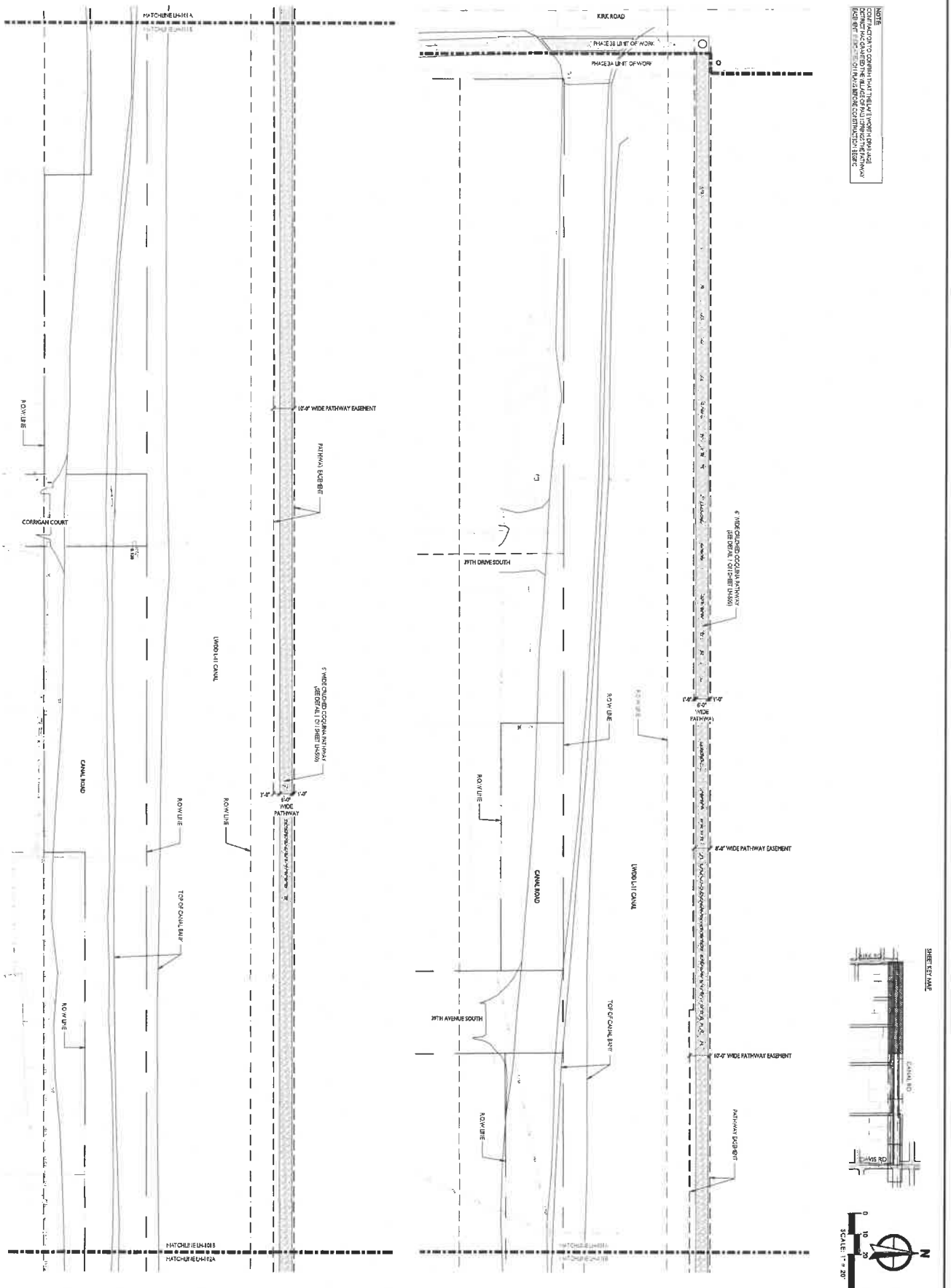
SHEET: LH-100

BID SET

CAD	
JOB NO.	3527.03
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS			
NO	DATE	DESCRIPTION	BY

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055



SHEET: LH-101

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
HARDSCAPE PLAN

BID SET

LANDSCAPE ARCHITECT OF RECORD
Kristen Siegel
PLA# LA0667375

CAD	
JOB NO.	3527.03
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS			
NO.	DATE	DESCRIPTION	BY

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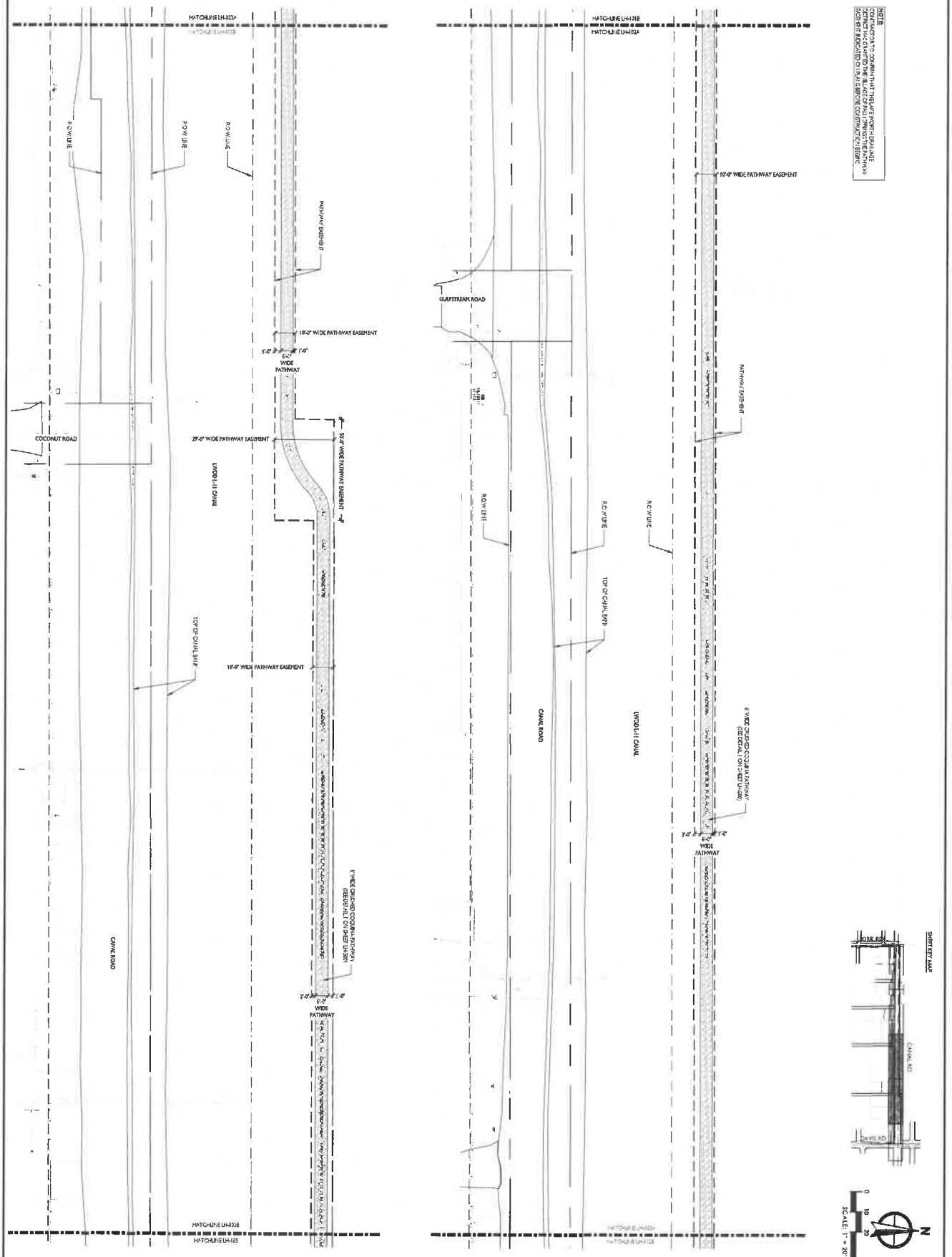
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055



SHEET KEY MAP

SCALE: 1" = 20'

SHEET: LH-102

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
HARDSCAPE PLAN

BID SET

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
FLA# LA0667578

CAD	
JOB NO.	3527.00
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS			
NO.	DATE	DESCRIPTION	BY

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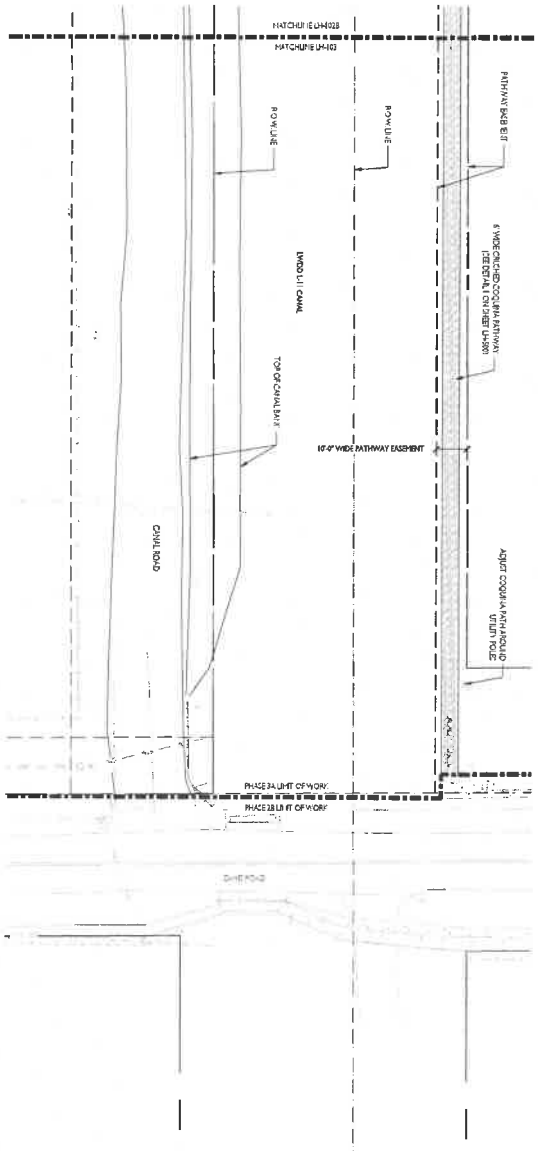
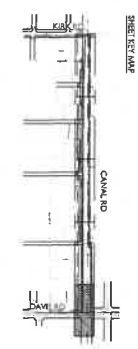
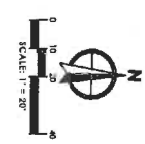
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.908.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NOTE:
CONTRACTOR TO CONFIRM THAT THE LIVE WORTH DRAINAGE DISTRICT HAS GRANTED THE VILLAGE OF PALM SPRINGS THE PATHWAY EASEMENT INDICATED ON PLANS BEFORE CONSTRUCTION BEGINS.







SHEET: LH-103

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
HARDSCAPE PLAN

BID SET

LH08X-RE #PORTECT 9/18/2020
Kristen Siegel
PLAN LA6667375

CAD	
JOB NO.	3527.03
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS

NO	DATE	DESCRIPTION	BY

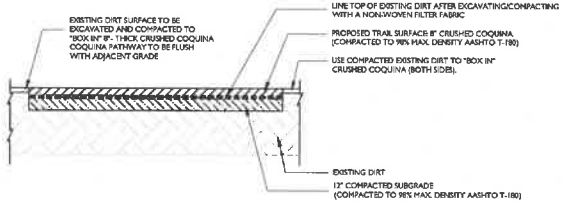
WGI®
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

GENERAL HARDSCAPE NOTES

1. THESE CONSTRUCTION DOCUMENTS ARE ONLY INTENDED TO CONVEY OVERALL DESIGN INTENT, FORM, AND FINISHES. THE CONTRACTOR IS RESPONSIBLE TO INSTALL ALL WORK IN ACCORDANCE WITH THE RELEVANT AND APPLICABLE SECTIONS OF THE CSI, ASTM, AND/OR OTHER AIA/ASLA RECOGNIZED TRADE AGENCY, OR ANY LOCAL, COUNTY, OR STATE BUILDING CODES. THE LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR ANY CONTRACTOR'S METHODS OF WORK.
2. THE CONTRACTOR SHALL VISIT THE SITE TO UNDERSTAND THE SCOPE AND EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. NO ALLOWANCES WILL BE MADE DUE TO A FAILURE TO THOROUGHLY UNDERSTAND EXISTING CONDITIONS.
3. ALL DRAWINGS SHALL BE READ IN CONJUNCTION WITH THE MANUFACTURER'S TECHNICAL SPECIFICATIONS OR RECOMMENDED METHODS OF INSTALLATION.
4. QUANTITIES PROVIDED ARE FOR REFERENCE ONLY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES PRIOR TO SUBMITTING A BID.
5. CONTRACTOR SHALL GUARANTEE THE WORK FOR THE PERIOD OF ONE YEAR FROM THE DATE OF OCCUPANCY.
6. CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCING OF THEIR OPERATIONS ONSITE, INCLUDING THE LOCAL MUNICIPALITY, COUNTY, AND STATE IN WHICH THE SITE IS LOCATED. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER AND KEPT ON-SITE BY THE GENERAL CONTRACTOR.
7. ALL WORK SHALL CONFORM WITH GOVERNING JURISDICTIONS.
8. ANY WORK IN THE RIGHT-OF-WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
9. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR - (SUNSHINE 811) - AT LEAST 48 HOURS IN ADVANCE OF ANY EXCAVATION. CONTRACTOR TO COORDINATE FIELD VISITS WITH UTILITY REPRESENTATIVES TO LOCATE UTILITIES AND INVESTIGATE FOR CONFLICTS WITHIN THE PROJECT LIMITS.
10. LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE ONLY. CONTRACTOR WILL NOTIFY DESIGN TEAM IF CONFLICTS ARE DISCOVERED.
11. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER.
12. CONTRACTOR RESPONSIBLE FOR LEGAL REMOVAL AND DISPOSAL OF DEMOLISHED CONCRETE, SUB-BASE AND COMPACTED ROAD ROCK.
13. EXISTING UTILITIES, MANHOLE & HANDHOLE COVERS, UTILITY VAULTS, VALVE BOXES, METER BOXES, DRAINAGE STRUCTURES, ETC. SHALL BE SET ADJUSTED TO NEW GRADE ELEVATION, UNLESS OTHERWISE NOTED.
14. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITY TO IT'S CONDITION PREVIOUS TO CONSTRUCTION.
15. PROPOSED PATHWAY IS TO CONNECT TO EXISTING SIDEWALK AND MATCH EXISTING GRADE, WHERE APPLICABLE.
16. ALL PRODUCTS SHALL BE AS SPECIFIED, IF AN EQUIVALENT PRODUCT IS TO BE USED, IT MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
17. CONSTRUCTION ACCESS AND STAGING AREAS TO BE DETERMINED AT THE PRE-CONSTRUCTION MEETING.
18. CONTRACTOR SHALL MAINTAIN A SAFE AND CLEAN WORK SITE AT ALL TIMES WITH NO ACCESS TO THE PUBLIC. IF WORK IS TO BE COMPLETED IN THE RIGHT-OF-WAY THE CONTRACTOR SHALL PROVIDE SAFE ACCESS AND PROTECTION AROUND THE CONSTRUCTION SITE AT ALL TIMES.
19. CONTRACTOR SHALL COORDINATE WITH THE OWNER'S TESTING FIRM TO ASSURE THAT PROPER COMPACTION HAS BEEN ACHIEVED ON SUBGRADES, BASE MATERIALS, ETC. AS PER THE PLANS AND PROVIDE COPIES TO THE OWNER, UPON REQUEST.
20. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS/SUBMITTALS/ENGINEERING DRAWINGS SHALL BE PROVIDED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
21. CONTRACTOR SHALL MAINTAIN A COMPLETE SET OF PROGRESS RECORD DRAWINGS (AS-BUILTS) ON-SITE DURING CONSTRUCTION INCLUDING ALL PERMITS.
22. SHALL THERE BE QUESTION AS TO WHICH FINISH MATERIAL IS SPECIFIED FOR ANY SURFACE SHOWN IN THE DRAWING SET, IT IS UP TO THE CONTRACTOR TO REACH OUT TO THE LANDSCAPE ARCHITECT IN THE FORM OF AN RFP, FOR CLARIFICATION, ANY USE OF MATERIAL THAT IS NOT SPECIFIED IS SUBJECT TO REMOVAL AND REPLACEMENT.
23. DRAINAGE AND IRRIGATION SHALL BE PROVIDED TO ALL PLANTING AREAS.
24. PROPOSED PLANT MATERIAL SHALL TAKE PRECEDENCE WHEN DETERMINING UNDERGROUND PIPING AND UTILITY LOCATIONS, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL PROVIDE CLEARANCES NECESSARY TO INSTALL PROPOSED LANDSCAPE/HARDSCAPE ELEMENTS.
25. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MINIMUM TWO (2) SLEEVES TO ACCOMMODATE IRRIGATION/ELECTRICAL/DRAINAGE AS NEEDED TO ANY ISOLATED PLANTING AREA.
26. FINAL GRADING SHALL BE REVIEWED OR COMPLETED BY A CIVIL ENGINEER.
27. NEW EARTHWORK SHALL BE BLENDED INTO ADDITIONAL GRADE.
28. ONCE GRADING OPERATIONS ARE COMPLETED, ALL DISTURBED AREAS SHALL BE STABILIZED BY FINE GRADING.
29. ALL SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAINAGE SYSTEM THROUGH THE USE OF, BUT NOT LIMITED TO, THE FOLLOWING MEASURES: SILT FENCES, STRAW BALES, GRAVEL BOARDS, GUTTER GUARDS, DRAIN GUARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MITIGATING ALL SEDIMENT LEAVING THE SITE AND TAKE APPROPRIATE CORRECTIVE MEASURES.

LAYOUT NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR ACCURATELY SURVEYING AND LAYING OUT THE PROPOSED WORK FOR CONSTRUCTION. ANY DISTURBED OR LOST SURVEY MARKERS TO BE REPLACED AS REQUIRED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING GRADES, LINES, DIMENSIONS, EXISTING CONDITIONS AND REPORT ANY ERRORS, OMISSIONS, OR INCONSISTENCIES TO THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
2. DO NOT SCALE THE DRAWINGS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THE LANDSCAPE ARCHITECT SHALL BE INFORMED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS PRIOR TO CONTINUING WITH THE WORK.
3. CONTRACTOR MAY REQUEST DIGITAL DRAWING FILES FOR CONSTRUCTION LAYOUT PURPOSES.
4. THE LIMIT OF WORK LINE SHOULD BE STAKED TO ESTABLISH THE DISTURBED AREAS. ANTI-SILTATION BARRIERS AND FILTERS TO BE PLACED AT LOW POINTS TO PREVENT CONSTRUCTION SITE RUN-OFF FROM CONTAMINATING ADJACENT LAND AND WATER BODIES.



1 TYPICAL COQUINA PATHWAY CROSS SECTION

N.T.S.

NOTE:
CRUSHED COQUINA PATHWAY SURFACE TO BE SLOPED 1% TO 2% AWAY FROM CANAL FOR DRAINAGE, AND TO COMPLY WITH ADA SPECIFICATIONS. CONTRACTOR SHALL NOTIFY DESIGN TEAM IF PROPOSED CROSS SLOPE OF PATHWAY EXCEEDS 2%. EXISTING GRADES OUTSIDE OF PATHWAY EASEMENT MUST REMAIN UNDISTURBED.

811 know what's BELOW. CALL before you dig. Call 811 two (2) business days before digging

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 561.687.2220 www.wginc.com
Cert No. 6661 - LB No. 7055

NO	DATE	DESCRIPTION	BY

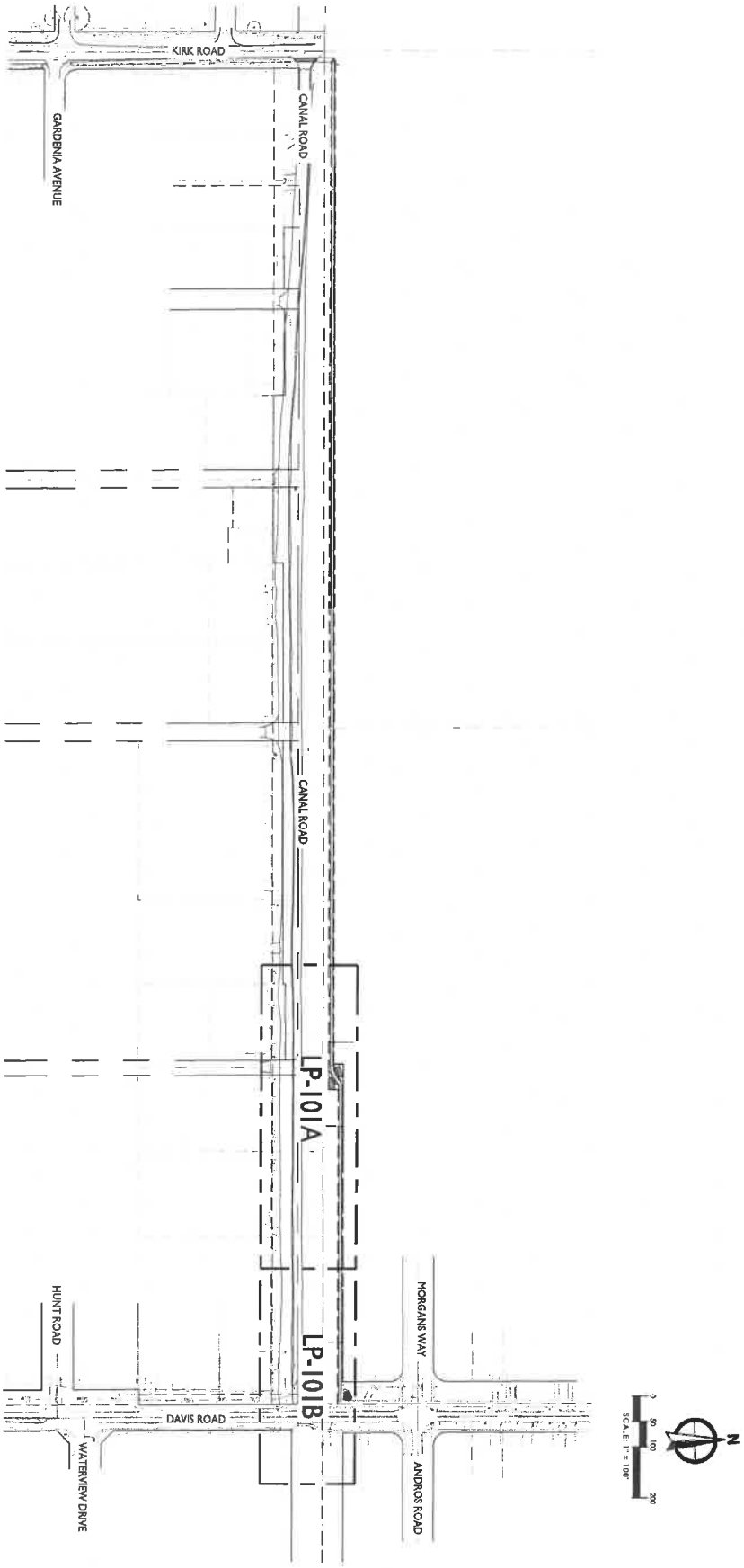
CAD
JOB NO. 3527.03
DRAWN BY KSI/LC
CHECK BY KSI/JM
DATE 05/12/2020

LANDSCAPE ARCHITECT OF RECORD
Kristen Siegel
FLA# LA0667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
HARDSCAPE NOTES AND DETAILS

SHEET:
LH-500



VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
OVERALL LANDSCAPE PLAN

SHEET: LP-100

NOT FOR CONSTRUCTION

LANDSCAPE ARCHITECT
Kristen Siegel
FLA# LA0001376

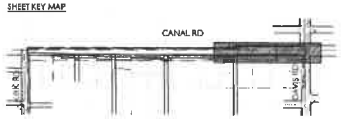
CAD	
JOB NO.	3527.03
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS			
NO.	DATE	DESCRIPTION	BY

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

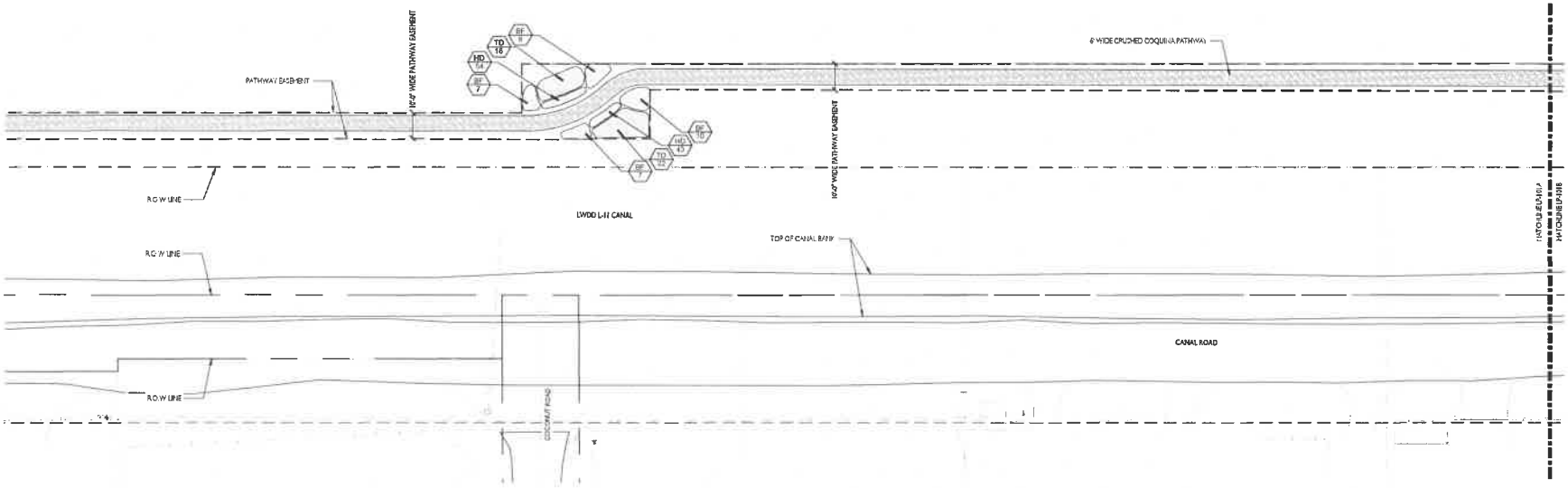
NOTE:
CONTRACTOR TO CONFIRM THAT THE LAKE WORTH DRAINAGE DISTRICT HAS GRANTED THE VILLAGE OF PALM SPRINGS THE PATHWAY EASEMENT INDICATED ON PLANS BEFORE CONSTRUCTION BEGINS

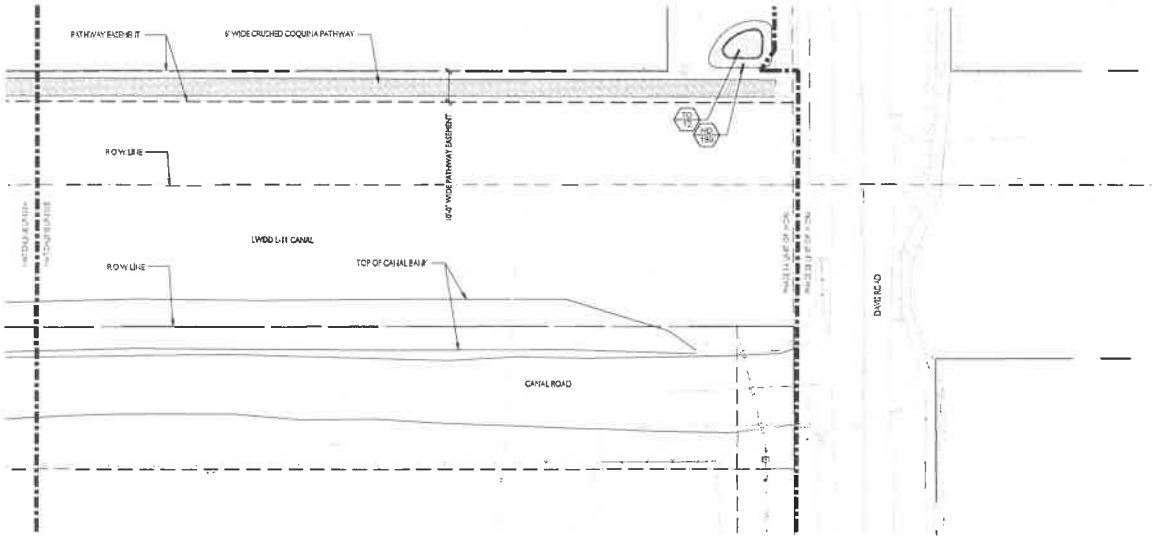
SHEET KEY MAP



N

0 10 20 40
SCALE: 1" = 20'





PLANT SCHEDULE

SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	REMARKS
BF	32	Stalked Bulbine	Bulbine frutescens	24" HT X 24" SPRD, @ 36" O.C.
TD	52	Dwarf Fakahatchee Grass	Tripsacum dactyloides	24" HT X 24" SPRD, @ 36" O.C.
GROUND COVERS	**QTY**	**COMMON NAME**	**BOTANICAL NAME**	**REMARKS**
HD	288	Dune Sunflower	Helianthus debilis	12" HT X 6" SPRD, @ 12" O.C.

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2230 www.wginc.com
Cert No. 6991 - LB No. 7055

NO.	DATE	DESCRIPTION

CAD
JOB NO. 3527.03
DRAWN BY KSLC
CHECK BY KSJM
DATE 05/12/2023

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

NOT FOR CONSTRUCTION

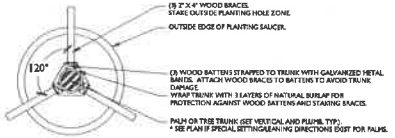
VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
LANDSCAPE PLAN

SHEET:
LP-101

SMALL PALM STAKING PLAN

NTS.

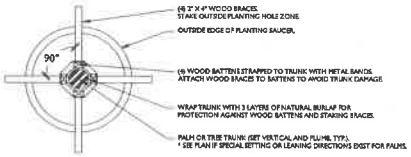
NOTE
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



LARGE PALM OR TREE STAKING PLAN

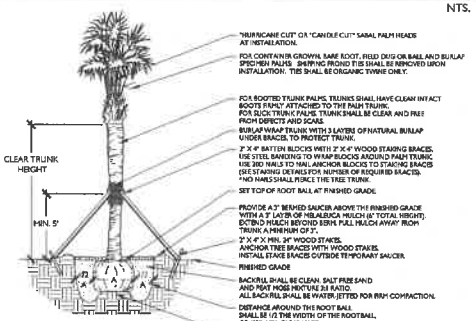
NTS.

NOTE
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



PALM PLANTING DETAIL

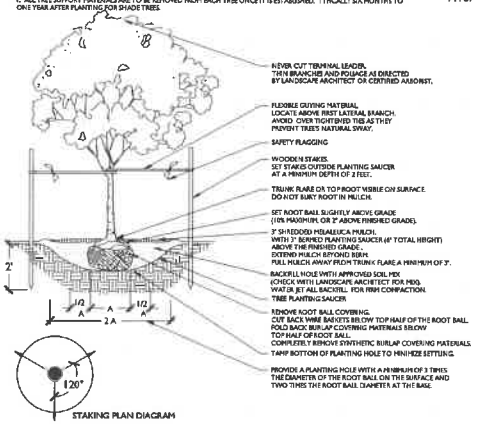
NTS.



TREE PLANTING DETAIL

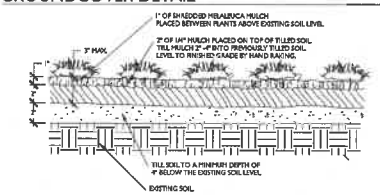
NOTE
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. "TYPICALLY" SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.

NTS.



GROUNDCOVER DETAIL

NTS.



PLANT SPACING DETAIL

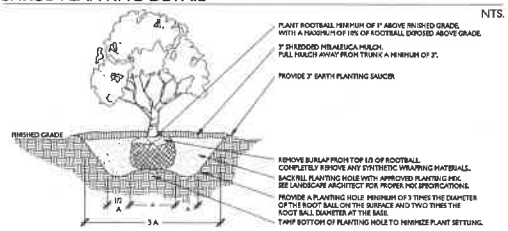
NTS.

SPACING "D"	ROW "A"
6" O.C.	5.2"
8" O.C.	6.93"
12" O.C.	10.4"
18" O.C.	15.6"
24" O.C.	20.8"
30" O.C.	26.0"
36" O.C.	31.2"
48" O.C.	41.6"

PLANT SPACING CHART

SHRUB PLANTING DETAIL

NTS.

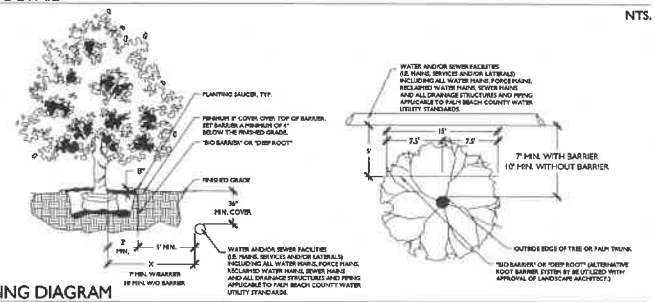


ROOT BARRIER DETAIL

NOTE
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CAN NOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.

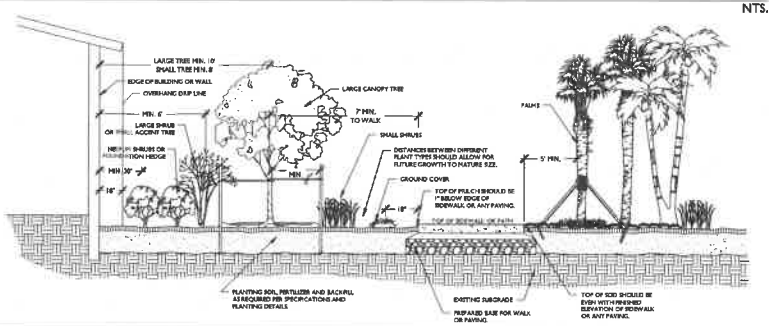
2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

NTS.



TYPICAL PLANTING DIAGRAM

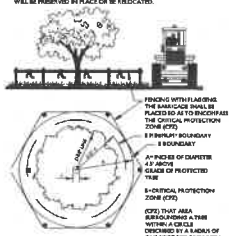
NTS.



TREE PROTECTION DETAIL

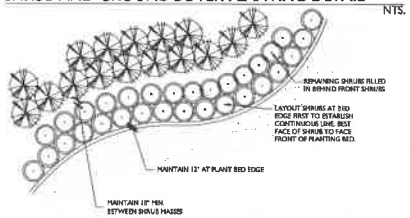
NOTE 1: THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR RELOCATED.

NTS.



SHRUB AND GROUNDCOVER PLANTING DETAIL

NTS.



LANDSCAPE NOTES:

1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN SITE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES/STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHT'S (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

811 Know what's BELOW. CALL before you dig. Call 811 two business days before digging

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2230 www.wginc.com
Cert No. 6991 - LB No. 7055

NO.	DATE	DESCRIPTION	BY

CAD
JOB NO. 3527.03
DRAWN BY KSJ.C
CHECK BY KSJM
DATE 06/12/2020

LANDSCAPE ARCHITECT OF RECORD
Kristen Siegel
PLA# LA6667375

NOT FOR CONSTRUCTION

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
LANDSCAPE DETAILS

SHEET:
LP-500

Last Saved By: C:\Users\kristen.siegel\Documents\Revit Local Files\3527.03 - Palm Springs Park Connector Pathways_Phase 3A_KSJM.rvt — Thursday, June 11, 2020 4:14:13 PM

Landscape Planting - Part I, General

I. Description of Work
A. Provide all exterior planting as shown on the drawings or listed as therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be utilized for staking and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
B. Where specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
C. All applicable federal, state and local permits shall be obtained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

II. Applicable Standards
A. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. American Standard for Nursery Stock, ANSI Z60.1. American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 20005.
C. Hortus Third, The Staff of the L.H. Bailey Hortorium. 1976. MacMillan Publishing Co., New York.
D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
E. National Arborist Association- Pruning Standards for Shade Trees
F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications
A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workmen's Compensation insurance.

IV. Requirements of Regulatory Agencies
A. Certificate of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals
A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.
1. Provide a particle size analysis, including the following gradient of mineral content:

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Course Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

2. Provide a chemical analysis, including the following:
a. pH and buffer pH
b. Percentage of organic content by oven-dried weight.
c. Nutrient levels by parts per million, including phosphorous, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimhos per cm.
e. Cation exchange capacity (CEC).

E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
F. Maintenance Instructions. Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

VI. Utility Verification
A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2, Materials

I. Plants
A. Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
1. All plant names and descriptions shall be as defined in Hortus Third.
2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf, free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees will multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of more over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, will be rejected.
D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
E. The plant schedule provided at the end of the sheets is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
G. Selection and Tagging
1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at the time if, in his or her judgment, sufficient quantities of plants are not available for inspection. Landscape architect claims inspection is not required.
3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.
H. Anti-Desiccants
1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed on trees at leaves and branches are covered with a continuous protective film.
I. Balled and Burlapped (B&B) Plant Materials
1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.
J. Container Plants
1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
K. Berlocot and Collected Plants
1. Plants designated as berlocot or collected plants shall conform to the American Standard for Nursery Stock.
2. Berlocot material shall not be dug or installed after bud break or before dormancy.
3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.
L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.
M. Palms
1. Coconut Palms shall be grown from a certified seed.
2. All palm species except Sabal palmettos shall have roots adequately wrapped before transporting.
3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from Palm Beach County or other sandy soils. All Sabal palms shall be Florida Fancy.
4. For booted palms, fronds shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.
N. Sod
1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.
O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
P. Transportation and Storage of Plant Material
1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Shrubs the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
Q. Mechanized Tree Spade Requirements
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

II Materials for Planting
A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the
Melaleuca quinquinerva tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger the ¼" diameter and 1½" in length. Mulch shall
be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval
B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven-dried basis. Peat shall be delivered to the site in a
workable condition free from lumps.
C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock.
Submit sample for approval.
D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipal/utility holder requirements, the more stringent of the requirements shall be applicable.
E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturers directions. Submit manufacturer literature for approval.

III. Materials for Soil Amendment
A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
2. pH shall range between 4 and 7.0.
3. Submit manufacturer literature for approval.
B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and noncganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
C. Course Sand: Course concrete sand, ASTM C-33 Fine Aggregates, with a Fines Modulus Index of 2.75 or greater.
1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

D. Lime: shall be ground, pelletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 80 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

IV. Planting Mix
A. Planting Mix
1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Components	Percent by Volume
Course Sand	75%
Peat	25%

B. Planting mix shall be thoroughly mixed, screened, and shredded.
C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic meters (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix
E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
G. Protect the planting mix from erosion prior to installation.

Part 3, Execution

I. Excavation of Planted Areas
A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the
hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
2. Save the existing soil to be used as backfill around the tree.
3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for
any planting shall be determined by the landscape architect.

II. Installation of Planting Mix
A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
C. Do not proceed with the installation of planting mix until all utility work in the area have been installed.
D. Protect adjacent walls, walks, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete,
metal, masonry work, and other items as directed during the progress of the work.
1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
E. Till the subsoil into the bottom layer of topsoil or planting mix.
1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rototiller or other suitable device.
2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix
F. Install the remaining topsoil or planting mix in 200- to 250-mm (6- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted setting properties for each type of soil.
1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes
2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot but still loose and mellow only slight heel prints. Overcompaction shall be determined by the following field percolation test.
a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, till the soil to a depth required to break the overcompaction.
d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.
3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil. Soil amendments may be added at the same time that organic matter, when required, is added to the top layer of soil.
6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (5 in.). Uneven or settled areas shall be filled and regraded.

III. Fine Grading
A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
B. Fill all dips and remove any bumps in the overall plane of the slope.
1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, seeding, or seeding.
C. Berming shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any utility, drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

IV. Planting Operations
A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) at the center of the root ball the tree shall be rejected.
B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out. Pack planting mix around the exposed roots while planting.
D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill
2. For plants planted in large beds of prepared soil, add soil amendments during the soil preparation.
3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used at no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
J. Remove all tags, labels, strings, etc. from all plants.
K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

V. Relocation of Existing Material
A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
1. Select a healthy tree
2. Selectively thin the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
3. Root prune 50% of the root system approximately 18"-2' deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 6-12 inches per every one inch of diameter at breast height of the tree.
4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
6. The root pruned trees should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
7. Root pruned trees should be left to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

VI. Staking and Guying
A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damages caused by the failure or leaning of trees.
C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

VII. Pruning
A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

VIII. Mulching
A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.

IX. Maintenance of Trees, Shrubs, and Vines
A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, tightening and repairing guys and stakes, resetting plants to proper grades or upright positions, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and free from irrigation conflicts.
C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost
D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be soot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
E. During periods of restricted water usage, all governmental regulations (permanent or temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.
F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect

X. Acceptance
A. The landscape architect shall inspect it work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.

XI. Acceptance in Part
A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

XII. Guarantee Period and Replacements
A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
B. The contractor shall guarantee all plant materials to be in healthy and flourishing condition for a period of one year from the date of acceptance.
C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

XIII. Final Inspection and Final Acceptance
At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect at that time, the landscape architect shall certify, in writing, that the project has received final acceptance.

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 561 478 2220 www.wgiinc.com
Cert No. 6661 - LB No. 7955

NO.	DATE	DESCRIPTION	BY

CAD	KDB	DRAWN BY	KSN.C
JOB NO.	3577.03	CHECK BY	KSN.M
DATE	05/12/2020		

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667376

NOT FOR CONSTRUCTION

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
LANDSCAPE SPECIFICATIONS

SHEET:
LP-600

Last Saved By: Kirsten Siegel
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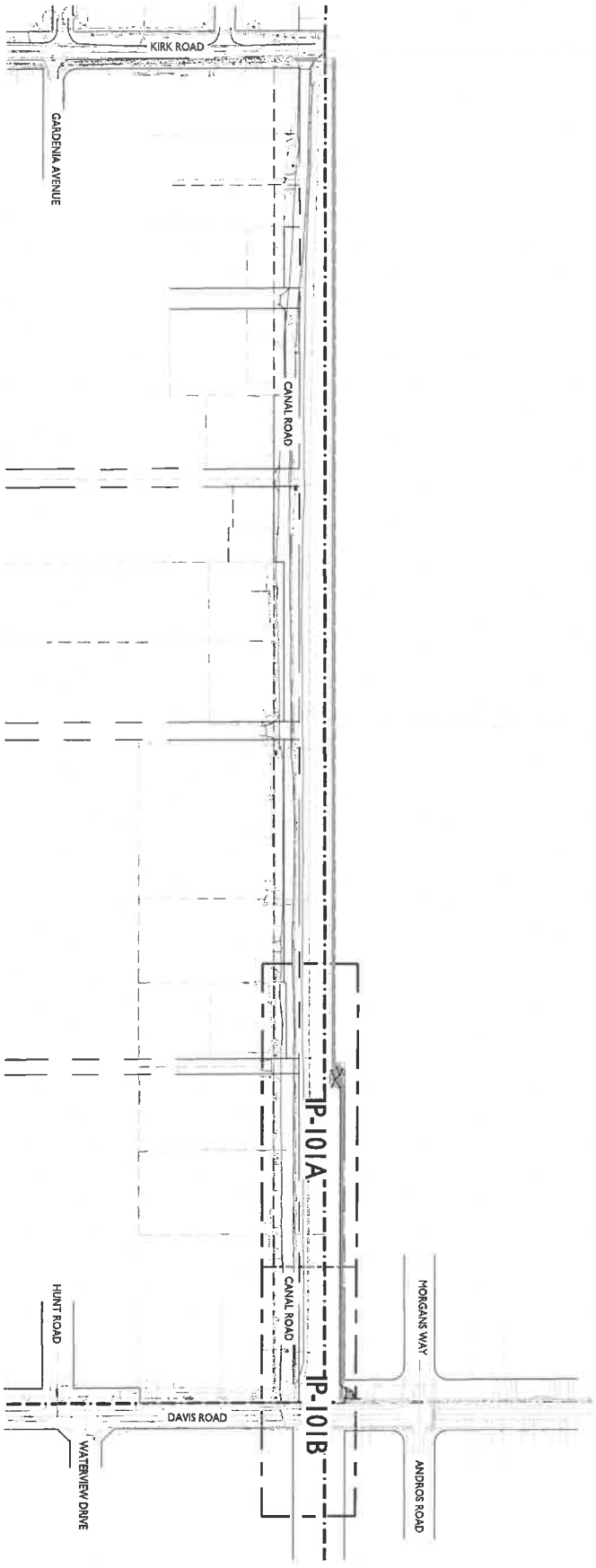

SCALE: 1" = 100'

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SHEET: IP-100

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
OVERALL TEMPORARY IRRIGATION PLAN

NOT FOR CONSTRUCTION

Licensed Landscape Architect
Kirsten Siegel
FLA# LA0667376

CAD	
JOB NO.	3527.03
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS

NO	DATE	DESCRIPTION	BY

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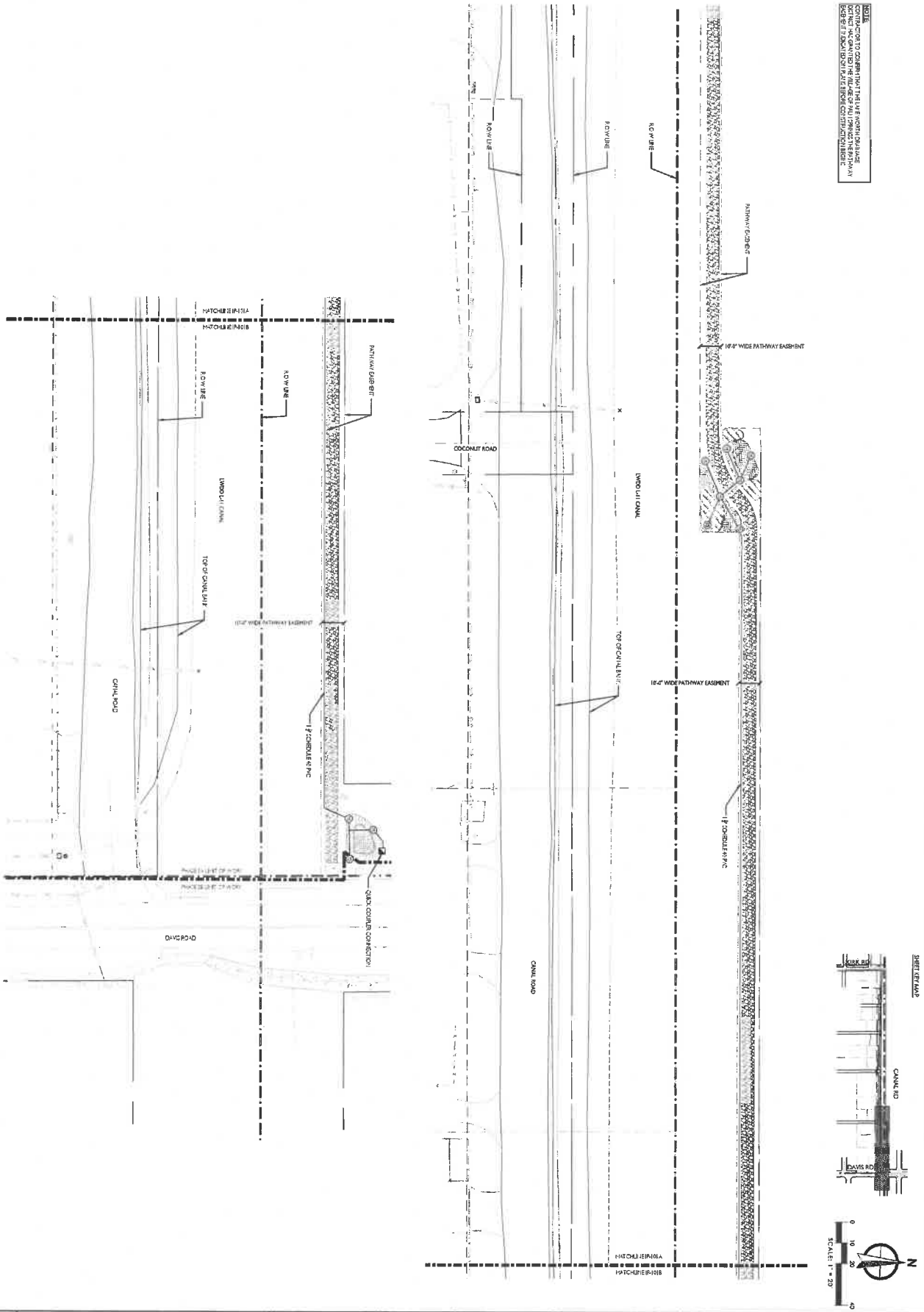
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055



SHEET: IP-101	**VILLAGE OF PALM SPRINGS** **PARK CONNECTOR PATHWAYS** **PHASE 3A** **TEMPORARY IRRIGATION PLAN**	NOT FOR CONSTRUCTION	LANDSCAPE ARCHITECT OF RECORD Kristen Siegel FLA# LA0667375

CAD	
JOB NO.	3527.03
DRAWN BY	KS/LC
CHECK BY	KS/JM
DATE	05/12/2020

REVISIONS			
NO	DATE	DESCRIPTION	BY

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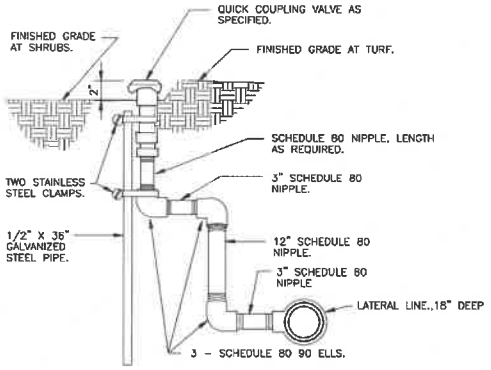
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wgiinc.com
Cert No. 9091 - LB No. 7055



QUICK COUPLING VALVE AT GRADE

DETAIL—FILE

IRRIGATION NOTES

SYSTEM DESCRIPTION

THIS IS A TEMPORARY IRRIGATION SYSTEM FOR PLANT ESTABLISHMENT ONLY WITH A QUICK COUPLER VALVE CONNECTION.

WORK

THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. SUBMIT CERTIFICATION TO THE OWNER'S REPRESENTATIVE PRIOR TO PRE-CONSTRUCTION MEETING.

FOLLOW THESE NOTES IN ADDITION TO CITY AND COUNTY REQUIREMENTS AND DESIGN STANDARDS. IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS BETWEEN THE PLANS AND CITY/COUNTY REQUIREMENTS.

VERIFY SITE CONDITIONS BEFORE BIDDING. INSTALLATIONS MAY REQUIRE ADDITIONAL EQUIPMENT FOR SPECIFIC SITE CONDITIONS. INCLUDE ALL COSTS TO COMPLETE THE SCOPE OF WORK IN BID.

INCLUDE ALL REQUIRED PERMIT FEES IN BID. OBTAIN ALL REQUIRED PERMITS AT NO ADDITIONAL CHARGE.

IMMEDIATELY REPAIR AND/OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION OF THE IRRIGATION SYSTEM AT NO CHARGE.

GUARANTEE MATERIALS AND WORKMANSHIP FOR ONE-YEAR FROM FINAL ACCEPTANCE. CORRECT DEFICIENCIES AT NO CHARGE

INSTALLATIONS

PROVIDE MANUFACTURER CUT SHEETS FOR EVERY ITEM TO BE INSTALLED FOR APPROVAL.

PROVIDE ONLY NEW EQUIPMENT AND AS SPECIFIED WITHIN THE PLANS.

PLAN ADJUSTMENTS:
PLAN LAYOUT IS SCHEMATIC FOR GRAPHIC CLARITY. INSTALL IN PERVIOUS AREAS EXCEPT WHERE SLEEVING IS SHOWN

AS-BUILT PLANS:
PREPARE AS-BUILT PLANS AS THE WORK PROGRESSES, INDICATING THE ACTUAL LOCATION OF EQUIPMENT. KEEP THE AS-BUILT PLAN SET ON SITE DURING CONSTRUCTION. SUBMIT FINAL AS-BUILT TO THE OWNER'S REPRESENTATIVE

TRENCHING AND PIPE INSTALLATION:
INSTALL PIPE ON A STABLE FOUNDATION. IF NECESSARY, REMOVE UNSTABLE SOIL OR MUCK FROM THE TRENCH BOTTOM AND INSTALL A 6 INCH FOUNDATION OF COMPACTED CLASS 1 BEDDING MATERIAL. REMOVE WATER FROM THE TRENCH BEFORE BACKFILLING. EXCAVATE 6 INCHES BELOW THE PIPE BOTTOM WHEN TRENCHING THROUGH ROCK AND INSTALL CLASS 1 BEDDING MATERIAL. BACKFILL TRENCHES AND COMPACT TO FINISHED GRADE WITH CLEAN NO. 9 SOILS FREE OF DEBRIS, ROOTS, ROCKS OR OBJECTS THAT COULD DAMAGE THE PIPE. TUNNEL UNDER TREE ROOTS

MAKE PVC SOLVENT WELD CONNECTIONS IN ACCORDANCE WITH ASTM D2855. APPLY PURPLE COLORED PVC PRIMER IN ACCORDANCE WITH ASTM F656. APPLY PVC CEMENT IN ACCORDANCE WITH ASTM D2564.

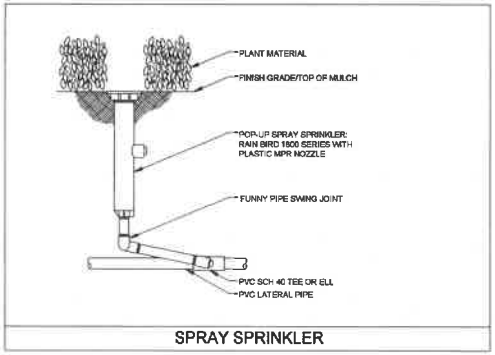
FLUSHING:
PRIOR TO INSTALLATION OF THE VALVES, FLUSH MAINLINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE CLEAR OF DEBRIS, WHICHEVER IS LONGER.
PRIOR TO INSTALLATION OF THE HEADS, FLUSH LATERAL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE CLEAR OF DEBRIS, WHICHEVER IS LONGER

IRRIGATION HEAD PRESSURE TEST:
PERFORM PRESSURE TEST ON EACH ZONE AT THE FIRST AND LAST IRRIGATION HEADS. THE MAXIMUM ALLOWABLE PRESSURE DEVIATION @ 10 PERCENT.

FINAL ACCEPTANCE

FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN ONLY AFTER THE FOLLOWING HAS BEEN COMPLETED AND APPROVED:

1. COMPLETION AND ACCEPTANCE OF THE "AS-BUILT DRAWINGS"
2. FINAL WALK THROUGH WITH THE OWNER'S REPRESENTATIVE AND CREATION OF FINAL PUNCH LIST
3. FINAL PUNCH LIST ITEMS HAVE BEEN CORRECTED AND ACCEPTED.



SPRAY SPRINKLER

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
06SHE-MIN 12SHE-MIN 10SHE-MIN 15SHE-MIN	Rain Bird 1812 HE-VAN Series Shrub Spray 12.0' Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet, 1/2" NPT Female Threaded Inlet.	10
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 44LRC 1" Brass Quick-Coupling Valve, with Corrosion Resistant Stainless Steel Spring, Locking Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Irrigation Lateral Line: 1" (-) PVC Schedule 40	750 LF

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 686.969.2220 www.wginc.com
Cert No. 6061 - LB No. 7055

NO.	DATE	DESCRIPTION	BY

CAD
JOB NO. 3527.03
DRAWN BY KSILC
CHECK BY KSUM
DATE 05/12/2020

LANDSCAPE ARCHITECT OF RECORD
Kristen Siegel
PLA# LA0667375

NOT FOR CONSTRUCTION

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS
PHASE 3A
IRRIGATION NOTES AND DETAILS

SHEET:
IP-500

Attachment 4- Project Schedule

Village of Palm Springs
Park Connector Pathway
Proposed Project Schedule
Canal Road- Davis Road to Kirk Road

Advertise/Bidding	December 2022
Review/Bid Selection	March 2023
Award of Contract	April 2023
Expenditure of 50% of CDBG Funds	July 2023
Construction Completion	September 2023
Submittal of all Required Paperwork	December 2023

Attachment 5- Project Budget

Village of Palm Springs
Park Connector Pathway
Proposed Project Budget
Canal Road- Davis Road to Kirk Road

Revenue Sources:	
FY 2023 CDBG Anticipated Allocation	$130,515
Village of Palm Springs Budget- General Fund	$ 10,942
Total	**$141,457**
Project Costs:	
General Requirements	$51,173
Hardscape and Grading	$77,000
Landscaping	$13,284
Total	**$141,457**

Attachment 6- Availability of Non-CDBG Funds

Village of Palm Springs
Park Connector Pathway
Canal Road- Davis Road to Kirk Road

VILLAGE OFPALM SPRINGS
6 YEAR CAPITAL BUDGET PLAN
FISCAL YEARS 2022- 2027

DEPT	G/L	TO#	DESCRIPTION	F/Y 2022	F/Y 2023	F/Y 2024	F/Y 2025	F/Y 2026	F/Y 2027	FY2022-2027 Total
Public Works	56300		Street Lighting on Floweva	28,500						$ 28,500
Public Works	56400		60-Foot Bucket Truck without Air Brakes	220,000						$ 220,000
Public Works	56400		F-250 Truck Replacement (1) (Truck #225)	38,000						$ 38,000
Public Works	56400		Heavy Duty Pressure Washer on a trailer with tank, hoses, and hover cover	11,200						$ 11,200
Public Works	56400		Ice Machine	6,000						$ 6,000
Public Works	56400		F-250 Truck Replacements - 2 per year		76,000	76,000	76,000	76,000	76,000	$ 380,000
			Public Works	**$ 487,018**	**$ 736,000**	**$ 1,456,000**	**$ 76,000**	**$ 76,000**	**$ 76,000**	**$ 2,907,018**
Library	56200		Convert North Entrance Doors to a Study Room/Studio	$ 35,000						$ 35,000
Library	56200		Staff workroom redesign to add another workstation	30,000						$ 30,000
Library	56200		Emergency Access Door	9,000						$ 9,000
Library	56300		Parking lot lighting improvement project (engineering, photo electric lighting assessment)		10,000					$ 10,000
Library	56400		Self Checkout Kiosk			8,050				$ 8,050
Library	56600		Adult books	16,500	16,995	17,505	18,030	18,571	19,128	$ 106,729
Library	56603		Children's books	11,500	11,845	12,200	12,566	12,943	13,332	$ 74,386
			Library	**$ 102,000**	**$ 38,840**	**$ 37,755**	**$ 30,596**	**$ 31,514**	**$ 32,460**	**$ 273,165**
Parks & Rec	56100		Purchase Property for Park on East Side and Develop		$ 500,000	$ 1,000,000				$ 1,500,000
Parks & Rec	56200		Expand or Replace Equipment Storage Building			75,000				$ 75,000
Parks & Rec	56300	254	Sago Palm Park Improvements **TO# 254**	1,510,000						$ 1,510,000
Parks & Rec	56300	255	Pathway Park - **TO# 255**	1,179,069	494,034	603,175				$ 2,276,278
Parks & Rec	56300		Shade structure at Foxtail Palm Park	80,000						$ 80,000
Parks & Rec	56300	286	Lakewood Garden Park - Improvements (Proposed LWCF Grant)	34,000						$ 34,000
Parks & Rec	56300		***Village Center - Splash Park Improvement Sales Tax***		150,000					$ 150,000
Parks & Rec	56300		Christmas Palm Park- (Emerson & Poe) Improvements				10,000			$ 10,000
Parks & Rec	56400		Toro Versa vacuum (turf vacuum) replaces existing turf vac EQ#	24,312						$ 24,312
Parks & Rec	56400		Toro Workman HD Utility Vehicle replaces existing veh # 3100	21,957						$ 21,957
Parks & Rec	56400		Purchase of artificial Christmas Tree		20,000					$ 20,000
Parks & Rec	56300		Greenbrier North and South landscape and signage improvements					50,000		$ 50,000
Parks & Rec	56300		Foxtail Palm Park Improvements (add'l playground equipment, shade, covered picnic shelter)		400,000					$ 400,000
Parks & Rec	56400		Toro Aerorator pull behind		9,000					$ 9,000
			Parks & Recreation	**$ 2,849,338**	**$ 1,573,034**	**$ 1,678,175**	**$ 10,000**	**$ 50,000**	**$ -**	**$ 6,160,547**
			Total General Fund Capital	**$ 6,578,642**	**$ 7,486,054**	**$ 5,222,430**	**$ 589,096**	**$ 603,014**	**$ 503,960**	**$ 20,983,196**

Attachment 7- Construction Cost Estimate

Village of Palm Springs
Park Connector Pathway
Canal Road- Davis Road to Kirk Road

WGI

The Village of Palm Springs Park Connector Path - Phase 3A
Palm Springs, Florida
100% Plans - Opinion of Probable Cost
9/30/2020

Description	Quantity	Unit	Unit Cost	Total Cost	Description/ Notes
General Requirements					
General Conditions	1	LS	$9,028.39	$9,028.39	10% of Construction Cost excluding general requirements
Permits	1	LS	$0.00	$0.00	Assumes permits fees from The Village will be waived and that Lake Worth Drainage District doesn't reqire any permitting
Site Mobilization/ Demobilization	1	LS	$1,064.48	$1,064.48	8% of Construction Cost excluding general requirements
Erosion Control/ Silt Fence	5,270	LF	$4.00	$21,080.00	
Unforeseen Condition Allowance	1	LS	$5,000.00	$5,000.00	
As-Built Survey	1	LS	$5,000.00	$5,000.00	
			Total	$41,172.87	
Hardscape and Grading					
6' Wide Crushed Lime Rock Pathway	1	LS	$76,999.90	$76,999.90	Includes installation; Based on D.S. Eatkins Cost Estimate dated 6/1/2020
			Total	$76,999.90	
Landscape Elements					
Dune Sunflower	286	EA	$5.00	$1,430.00	Includes Installation
Dwarf Fakahatchee Grass	52	EA	$12.00	$624.00	Includes Installation
Beach Bulbine	32	EA	$15.00	$480.00	Includes Installation
Top Soil	1	LS	$500.00	$500.00	Allowance
Mulch	1	LS	$250.00	$250.00	Allowance
Temorary Irrigation Allowance	1	LS	$10,000.00	$10,000.00	Allowance
			Total	$13,284.00	
Construction Subtotal				**$131,456.77**	
CONTINGENCY				**$10,000.00**	
PROJECT TOTAL				**$141,456.77**	

Notes:

1.The above estimate was prepared by a Registered Landscape Architect licensed to practice in the State of Florida and is hereby certified as our professional opinion of probable costs.

2.The opinion of probable construction costs provided are made based on experience and represent our best judgement as Landscape Architects familiar with the construction industry. The firm cannot and does not guarantee that proposals, bids, or the construction cost will not vary from our opinions of probable costs. If the Owner wishes greater assurances of the construction cost, we recommend employment of an independent cost estimator.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Parks & Recreation

ITEM #13: Interlocal Agreement - Mutual Use of Recreational Facilities - School District of Palm Beach County

SUMMARY: The Village entered into an Interlocal Agreement on May 11, 2017, with the School District of Palm Beach County for the mutual use of recreational facilities. This agreement is set to expire on May 11, 2022. Renewing this Agreement will allow the Village to host recreation programs and events that benefit the community.

The Parks and Recreation Department is recommending the renewal of this Agreement, to ensure gymnasium space within our local community for the Village's youth basketball and any future gymnasium-based programming. The proposed Agreement is similar to other agreements currently in place with other municipalities in Palm Beach County.

The proposed Agreement, if approved, would be for an initial one (1) year term with four (4) additional automatic one (1) year renewals, unless either party provides written notice of non-renewal thirty (30) days prior to the expiration of the current term.

Note: The School Board of Palm Beach County is scheduled to consider the proposed agreement during their meeting on May 11, 2022.

The proposed Interlocal Agreement was prepared by the School District of Palm Beach County and has been reviewed by the Village Attorney, Planning Zoning and Building Director, and the Parks and Recreation Director.

FISCAL IMPACT:

There is no direct fiscal impact on the Village as a result of this proposed Agreement.

ATTACHMENTS:

1. Proposed Interlocal Agreement Mutual Use of Sports Facilities - School District of Palm Beach County

INTERLOCAL AGREEMENT BETWEEN
THE VILLAGE OF PALM SPRINGS
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE MUTUAL USE OF RECREATIONAL FACILITIES

This Interlocal Agreement is made this _____ day of _____, 2022, between the Village of Palm Springs, a municipal corporation of the State of Florida ("Village") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida (“Board”), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and which each might exercise separately; and

WHEREAS, the Village and Board recognize the benefits to be derived by utilizing each other’s facilities thereby minimizing the duplication of facilities; and

WHEREAS, the Village and Board desire the ability to use the facilities of the other.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and Village to utilize each other's recreational facilities and provide a procedure for authorizing the use of the Board's recreational facilities by Village-affiliated recreation groups and organizations that have been approved by the parties.

3. Definitions.

A. "Board Facilities" and "Board Facility" mean facilities owned or operated by the Board that are made available for public use by the Board and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Board Facilities" and "Board Facility" shall include gymnasiums, playgrounds, swimming pools, tennis, racquetball and basketball courts, athletic fields and tracks.

B. "Village Facilities" and "Village Facility" mean facilities owned or operated by the Village that are made available for public use by the Village and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Village Facilities" and "Village Facility" shall include, parks, wrestling rooms, gymnasiums, weight room, pavilions, community centers, playgrounds, swimming pools, tennis, racquetball and basketball courts, and athletic fields and tracks.

C. "Village Manager" means the Village Manager of the Village of Palm Springs, Florida or his/her designee.

D. "Facilities" means the Board Facilities and Village Facilities.

E. "Priority of Use" means the priority of uses when there are conflicting requests for the use of a Facility.

For Board Facilities, the Priority of Use shall be as follows:

1. Board activities and programs or Board Facility lease agreements; and

2. County activities and programs pursuant to the Mutual Use Interlocal Agreement between the Board and Palm Beach County dated October 20, 2015 or the latest approved Agreement.

3. Village or Village Recognized Sports Provider activities and programs pursuant to this agreement.

For Village Facilities, the Priority of Use shall be as follows:

1. Village or Village Recognized Sports Provider activities and programs or Village facility rental agreements; and

2. Board activities and programs pursuant to this Agreement.

E. "Village Recognized Sports Provider" means an organized youth recreation program conducted by a non-Village organization identified in the attached Exhibit "A", which may be amended or supplemented from time to time upon the mutual written

agreement of the Board's Chief Operating Officer and the Village manager or his/her designee, without formal amendment hereto.

To qualify as a Recognized Sports Provider, the organization shall provide the following documents to the Board:

1. Proof of current good standing from the Secretary of State in which the organization is incorporated; and

2. A Certificate of Insurance (COI) evidencing all of the insurance coverages required in Section 5.C.1 of this Agreement.

4. Use of Facilities by the Parties.

A. The Board agrees to make the Board Facilities available for use by the Village according to the Priority of Use at no cost or expense to the Village, except as otherwise provided for in this Agreement. The Village's use of the Board Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement, including but not limited to Exhibit "B" which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief Operating Officer and the Village Manager or his or her designee without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. The Village agrees to make available the Village Facilities for use by the Board according to the Priority of Use at no cost or expense to the Board, except as otherwise provided for in this Agreement. The Village is eligible to request use of the Board Facilities at the following public schools pursuant to this Agreement and the following public schools are eligible to request use of Village Facilities pursuant to this Agreement:

1. Palm Springs Elementary School
2. C.O Taylor/Kirklane Elementary School
3. Palm Springs Middle School
4. John I. Leonard High School

The Board's use of the Village Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the Village's rules, regulations and policies governing the use of the Village's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Village Facilities; and (iv) all applicable local, state and federal laws.

C. The Village and Board shall each be responsible for paying the actual charges incurred by each of them for necessary Facility staff and utilities if all or a portion of the Facility is scheduled to be closed or not normally staffed during the proposed use.

D. The Village shall submit all requests for use of the Board Facilities in writing on the form attached hereto as Exhibit "C" to the Principal responsible for the management of the Board Facility or his or her designee no less than thirty (30) days prior to the date that the Village desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the Village

within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Board reserves the right to deny use of the Board Facility if that particular Board Facility has been selected to remain closed during the summer.

E. The Board shall submit all requests for use of the Village Facilities in writing on the form attached hereto as Exhibit "C" to the Village Manager or his or her designee, no less than thirty (30) days prior to the date that the Board desires to use the Village Facility. The Village shall be responsible for ensuring that a written response to the request is provided to the Board within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

F. Notwithstanding the requirements set forth in Paragraphs 4.D. and 4.E. above, in the event that a need to use a Facility arises less than thirty (30) days prior to the date the Village or Board Facility is needed, the Village or Board, as applicable, will use reasonable efforts to expedite the review of and accommodate such request to the extent practicable under the circumstances.

G. The Board and Village acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and Village agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

H. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury or property damage The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

I. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned, when using the other's Facilities. When aquatic facilities

will be included in the Facilities to be utilized, the party using the Facility shall provide supervisors certified in Lifeguard Training in addition to any other supervision required hereunder. Notwithstanding the foregoing, the party using the Village's aquatic facilities shall be required to use the Village's lifeguards and will be responsible for the cost of the lifeguards for any use of the facility beyond its normal operating hours.

J. In the event the Facilities are damaged, the party using the Facilities of the other party shall promptly notify the other party in writing of the damage and shall reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

K. The Facilities shall be surrendered by the party using them in the same condition as they were accepted and the party using the Facilities shall cause to be removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

L. The Board acknowledges and agrees that the Village may charge a fee for: (1) use of the Village's picnic pavilions on holidays and weekends (2) Village lifeguards at the Aquatic Center in accordance with Paragraph 4.I.; (3) Village staff when Village Facilities are closed; (4) Village staff for preparation of recreational and athletic Facilities for Board use, if field preparation is requested by the Board; (5) Staff and utilities in accordance with Paragraph 4.C. of this Agreement.

M. The Village acknowledges and agrees that the Board may charge a fee for: (1) Board staff when Board Facilities are closed; (2) Board staff for preparation of recreational and athletic Facilities for Village use, if field preparation is requested by the Village; and (3) Staff and utilities in accordance with Paragraph 4.C. of this Agreement.

N. The Village may use a Board Facility or other Board-owned and controlled facility for a one-time Village meeting or annual Village-sponsored community event with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the Village's other uses of the Board Facilities set forth in this Agreement. The foregoing sentences are not intended to limit the number of recreation programs sponsored by the Village of Palm Springs Recreation Department using Board Facilities pursuant to Section 4.A of this Agreement.

O. The Board may use a Village Facility or other Village-owned and controlled facility for a one-time Board meeting or annual Board-sponsored community event with prior written authorization from the Village Manager or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the Board's other uses of the Village Facilities set forth in this Agreement.

5. Use of Board Facilities by Village Recognized Sports Providers.

A. The Board agrees to make the Board Facilities available for use by the Village Recognized Sports Providers according to the Priority of Use, except as otherwise provided for in this Agreement. The Village Recognized Sports Provider shall be responsible for payment of any fees set forth in Paragraph 4.M above directly to the Board. Use of the Board Facilities by the Village Recognized Sports Providers shall depend on availability and shall be subject to and in accordance with: (i) the terms and

conditions of this Agreement including but not limited to Exhibit "B"; (ii) the Board's rules, regulations and policies governing the use of Board Facilities; (iii) any bond or grant obligations pertaining to the use of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. The Recognized Sports Provider represents and warrants that it shall be responsible for monitoring and complying with all CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the event period. This includes, but is not limited to regulations and guidelines related to cleaning and disinfecting during the event, promoting efforts that reduce the spread of COVID-19, providing healthy environments for all persons attending or participating in the event, protecting communal spaces and arranging for food service. The School Board shall not be responsible for any costs associated with the Recognized Sports Provider's duty to comply with COVID-19 regulations and guidelines as mandated by the terms of this Agreement. The School Board shall not be responsible for monitoring or enforcing the Recognized Sports Provider's compliance with CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the event. The Recognized Sports Provider shall indemnify, defend and hold harmless the School Board for any claims, expenses, liabilities, losses or damages resulting from a failure to comply with CDC and OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 during the event or as a result of a breach of the terms of this Agreement.

C. Prior to being granted access to any of the Board Facilities, each Village Recognized Sports Provider shall be required to obtain a Facility Use Permit from the Village. The Facility Use Permit shall, at a minimum, require the Village Recognized Sports Provider to: have a current executed Recognized Sports Provider Agreement and meet all of its requirements.

1. Provide proof of insurance in the amounts listed below:

COMMERCIAL GENERAL LIABILITY: Village Recognized Sports Provider shall procure and maintain, for the life of the contract Commercial General Liability Insurance from a carrier that has an A.M. Best rating of A- VIII or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the use of the Board Facilities. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY, 3300 Forest Hill Blvd, West Palm Beach FL 33406 SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be $1,000,000/occurrence, $2,000,000 aggregate, for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 20 01 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

WORKERS' COMPENSATION: Village Recognized Sports Provider must comply with Section 440, Florida Statutes, Workers' Compensation and Employers' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

(Required if employees provide work in conjunction with the facility use.)

BUSINESS AUTOMOBILE LIABILITY: Village Recognized Sports Provider shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY, 3300 Forest Hill Blvd, West Palm Beach, FL 33406 SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be $500,000 Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

- Waiver of Transfer Rights of Recovery – CA 04 44 10 13 or its equivalent.

In the event the Village Recognized Sports Provider does not own any vehicles, the School District will accept hired and non-owned coverage in the amounts listed above. In addition, the School District will require an affidavit signed by the awarded proposer indicating the following:

_____ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

PARTICIPANT ACCIDENT COVERAGE: $25,000

Required if Village Recognized Sports Provider utilizes Board facilities for any type of athletic activities. Examples are: team sports like soccer, football, tennis, tournaments, practice, swim and gymnastic meets, dance/cheer competitions, karate, dance recitals, and fitness class. This also includes games, camps or practice.

In the event of loss, damage or injury to the Village Recognized Sports Provider's property, the Village Recognized Sports Provider shall look solely to any insurance in its favor without making any claim against the Board. The Village shall require the Recognized Sports Provider to waive any right of subrogation against the Board, for loss,

damage or injury within the scope of the Village Recognized Sports Provider's insurance, and on behalf of itself and its insurer, waives all such claims against the Board;

2. Protect, defend, reimburse, indemnify and hold the Board, its agents, employees and elected officers harmless from and against all claims, liability, expenses, costs, damages and causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from or in any way connected to the Village Recognized Sports Provider's use of the Board Facilities;

3. Provide adequate supervision of its own activities to prevent bodily harm to the users or damage to the facilities, taking into consideration the types of activities planned;

4. Return the Board Facilities in the same condition as they were accepted and to remove all waste, garbage and rubbish resulting from the Village Recognized Sports Provider's use of the Board Facilities;

5. Notify the Board and the Village Manager or his designee of any damage to the Board Facilities resulting from the Village Recognized Sports Provider's use of the Board Facilities and reimburse the Board for the actual costs to repair the damage; and

6. Notify the Board of any dangerous conditions existing on the Board's Facilities.

D. The Facility Use Permit issued by the Village shall also indicate that the Facility Use Permit may be revoked or suspended by the Village and the Board may deny access to the Board Facilities for failure to comply with the terms and conditions of the Facility Use Permit.

E. The Village Recognized Sports Providers shall be required to submit all requests for use of the Board Facilities in writing in the form attached hereto as Exhibit "C" to the Village Manager or his or her designee, no less than forty-five (45) days prior to the date the Village Recognized Sports Provider desires to use the Board Facility. The Village Manager or his designee shall coordinate scheduling of the use of the Board Facility with the Principal responsible for the management of the Board Facility or his or her designee. The Board shall be responsible for ensuring that a written response to the request is provided to the Village Manager or his or her designee within fifteen (15) days of the date of the Village Manager's, or his or her designee's request. In the event a request is denied, the reason for denial shall be stated in the written response.

F. Notwithstanding any provision of this Agreement to the contrary, the Board shall not be obligated to make the Board Facilities available for use for summer camps, tournaments, travel team practices or games or any events where admission, vendor fees and or charges will be collected or imposed by the Village or Village Recognized Sports Provider. These events shall require the parties to enter into a lease for use of the Board Facility and the payment of all fees, all in accordance with Board Policy 7.18.

G. To the extent that the Board's aquatic facilities are included within the term Board Facilities, as defined in Section 3.A. of this Agreement, the Board's aquatic facilities may only be utilized under this Agreement for aquatic programs and competitive activities such as swimming, diving, water polo practices and competitions and shall not be utilized

for leisure activities such as pool parties and/or open swims. The Village acknowledges and agrees the Board may charge a fee for use of the Board's aquatic facilities, which shall be consistent with Board Policy 7.18.

6. Maintenance/Repair of Facilities.

The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility.

7. Notification of Responsibilities under Agreement.

The Board agrees to notify the Board's Principals of the terms and conditions of this Agreement and the Board's commitment to make the Board Facilities available to the Village and Village Recognized Sports Providers in accordance with the Priority of Use.

8. Dispute Resolution.

In the event an issue arises that cannot be resolved between the Board's Principal and the Village's Director of Parks and Recreation or his or her designee regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief Operating Officer and the Village Manager who shall both make a good faith effort to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation.

9. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party or Village Recognized Sports Providers. The parties and Village Recognized Sports Providers shall accept the Facilities in their "As Is", "Where Is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party or Village Recognized Sports Providers.

10. License.

Notwithstanding any provision of this Agreement to the contrary, the use the Facilities by either of the parties or the Village Recognized Sports Providers shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either party or the Village Recognized Sports Providers any title, interest or estate in the Facilities.

11. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

12. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Paragraph 11 above.

13. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

14. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO VILLAGE:
Village of Palm Springs .
ATTN: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

IF TO BOARD:
The School District of Palm Beach County
ATTN: Director of Planning and Intergovernmental Relations
3661 Interstate Park Road N, Suite 200
Riviera Beach, FL 33404

With copies to:

School Board General Counsel
3661 Interstate Park Road N, Suite 200
West Palm Beach, FL 33406

15. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida. If any action at law or in equity is brought to

enforce or interpret the provisions of this Agreement, each party shall be responsible for their own attorney's fees and costs incurred.

16. Subordination to Bond and Grant Obligations

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party or Village Recognized Sports Providers in a manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations. Each party agrees to provide timely notice to the other party in the event this provision makes a Facility unavailable for use.

17. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

18. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

19. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

20. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

21. Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

22. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written

waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

24. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

25. Filing.

A copy of this Agreement shall be recorded with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

26. Effective Date/Term.

This Agreement shall become effective when signed by both parties, and recorded with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the Agreement to the other party pursuant to Paragraph 12.

27. Prohibition Against Alcohol, Tobacco and Drones.

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on Village or School Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about Village or School Board-owned property. Violation of this provision by any person associated with a Village Recognized Sports Provider shall be just cause for termination of the Village Recognized Sports Provider's privilege to use any Board Facility in the future.

28. Inspector General.

The Village agrees and understands that, except as otherwise required by law, it will provide the School Board's Office of Inspector General ("School Board's Inspector General") access to records related to this Agreement as required by School Board Policy 1.092(5)(e) and Policy 6.14(12).

Similarly, in accordance with Palm Beach County ordinance number 2011-009, the School Board acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The School Board has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

29. No Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Village and/or Board.

30. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the others or the Village Recognized Sports Provider's use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

31. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

32. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

33. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

34. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

35. Authority to Execute

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

(The remainder of this page is intentionally left blank.)

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

VILLAGE OF PALM SPRINGS FLORIDA

By: _____

Bev Smith, Mayor

ATTEST:

_____

Kimberly M. Wynn, Village Clerk

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

Glen Torcivia, Village Attorney

_____

Village Council Meeting Date

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____

Frank A. Barbieri, Jr., Chairman

ATTEST:

_____

Michael J. Burke, Superintendent

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

Blair LittleJohn, School Board Attorney

_____

School Board Meeting Date

EXHIBIT "A"

Village Youth Recognized Programs and Village Recognized Sports Providers

(All programs are limited to youth sports activities only)

1. Village of Palm Springs Youth Basketball Camp
2. Village of Palm Springs Youth Basketball League
3. Village of Palm Springs Youth Volleyball Camp
4. Village of Palm Springs Youth Volleyball League
5. Village of Palm Springs Youth Soccer (outside sports field)

EXHIBIT "B"

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the Board Facilities available for use by the Village according to the Priority of Use, at no cost to the Village and in accordance with the following maximum operational hours for indoor and outdoor facilities.

When School is in session:

Weekdays (Monday through Friday):	From the close of the school day until 9:30 pm
Saturdays:	From 8:00 am to 9:30 pm
Sundays:	From 8:00 am to 1:00 pm

When School is out of session (Summer Break and Spring Break):

Weekdays (Monday through Thursday):	From 8:00 am until 9:30 pm
Fridays, Saturdays, Sundays:	Closed

School Holidays and Winter Break:
The Board Facilities will be closed the day of the school holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving). The Board Facilities will also be closed for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's).

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and Village Manager or his or her designee.

Village of Palm Springs Hours of Operation

Village agrees to make the Village Facilities available for use by the Board according to the Priority of Use, at no cost to the Board and in accordance with the following maximum operational hours for indoor and outdoor facilities.

When School is in session:
Monday through Sunday: From 8:00 am to 9:30 pm

When School is out of session:
Monday through Sunday: From 8:00 am to 9:30 pm

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and Village Manager or his or her designee.

EXHIBIT "C"

The Village of Palm Springs and The School Board of Palm Beach County
INTER-LOCAL FACILITY REQUEST FORM

_____	_____	_____
Date	Contact Person	School Name (if applicable)
_____	_____	_____
Phone Number	Fax Number	Other Contact Number

_____
Address Village State/ZIP

FACILITY REQUEST:

_____	_____
Choice #1	**Choice #2**
_____	_____
Activity	Age Group

Estimated Attendance:
Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

□**Monday** □**Tuesday** □**Wednesday** □**Thursday** □**Friday** □**Saturday** □**Sunday**
Date(s):_____

Time(s): From: _____ am/pm To: _____ am/pm

□ New Request
□ Repeat Request:
Date and location of previous use: _____

Other pertinent information (as necessary): _____

_____

_____	_____
□ **Requesting Principal**	**Date**
□ **Director of Recreation Services**	

…….

□ Approve □ Disapprove
Reason if disapproved: _____

□ Principal **□ Director of Recreation Services**	**Date**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Parks & Recreation

ITEM #14: Approve Park ConnectoPathway Sub-Phase 2B (Change Order No. 1 & Closeout) (Task Order # 255) - Parks and Recreation Department (FY 2022 Budget Funded - General Fund) - E&F Florida Enterprises

SUMMARY: On April 8, 2021, the Council approved Task Order #255 with E&F Florida Enterprises, Inc. for the Park Connector Pathway Sub-Phase 2B (Davis Road - Greenbrier south to near Lakewood Road) project for the amount of $505,065.50. The project involved the replacement of a deteriorating existing five (5) foot-wide sidewalk with an eight (8) foot-wide enhanced sidewalk pathway along the west side of Davis Road, where space allowed. The project also included replacing sod along with the construction areas, paver crosswalks at designated locations, and Village-seal stamped concrete.

The project was started on June 7, 2021, and was substantially complete and inspected by January 31, 2022, and with no punch items identified, declared finished on the same day.

Note: The project entailed additional quantities of six (6) inch concrete work along the pathway as well as additional American Disabilities Act (ADA) Detectable Warnings, a field decision to install St. Augustine sod instead of Bahia in multiple areas to match existing, and required concrete work due to damage caused by Lake Worth Beach Utilities while installing new utility poles along Davis Road. Lake Worth Beach Utilities was invoiced and is reimbursing the Village for the incurred cost of replacing the damaged sidewalk.

The Village's contracted engineer, Wantman Group, Inc., and the Parks and Recreation Department are recommending approval of a final reconciliation change order (Change Order #1) in the amount of $7,445.40 in order to complete this project.

The final reconciliation (close out) for the Park Connector Pathway Sub-Phase 2B contract to E&F Enterprises Florida, Inc. is as follows:

Work Completed	**Amount**
Original Contract Amount	$505,065.50
Add: Change Order No. 1	$ 7,445.40
Final Revised Contract Amount	$512,510.90

If approved, the revised total cost of the Park Connector Pathway Sub-Phase 2B project within Task Order #255 will be $512,510.90. No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed.

The proposed reconciliation Change Order #1 was prepared by E&F Florida Enterprises, Inc. and reviewed by the Village's Contracted Engineer, the Public Services Project Manager, Parks and Recreation Director, and the Finance Director.

FISCAL IMPACT:

Funding to support Park Connector Pathway Sub-Phase 2B project (Task Order No. 255) was provided within the General Fund Budget - Capital Improvement Plan:

Project Costs	**Amount**
FY 2021 Approved Contract Award	$505,065.50
FY 2022 Requested Funding - Change Order No. 1	$ 7,445.40
Total Project Cost	**$512,510.90**

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

ATTACHMENTS:

1. Proposed Change Order No. 1
2. E & F Florida Enterprises dba Creative Contracting Group Agreement

Village of Palm Springs
ESTIMATE/CHANGE ORDER RECORD

Project: **Pathway Pk Ph 2B**
Plans: **WGI**

TASK # 255
CO # 1

DATE: 2/23/2022
PREPARED BY: WS
FILE: Estimate Worksheet - Conc Overages & ADA Mats

Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Amount	Totals	Comments
	Project Quantity Extras											
1	**Concrete Overages**											
2	6" Add' l Concrete at residential driveways	150.3	SY		0		0	81.00	$12,174.30	$12,174.00		
3	6" Add' l Demo at residential driveways	150.3	SY		0		0	19.00	$2,855.70	$2,855.00		
4	4" Add' l Demo at residential driveways	98.7	SY		0		0	19.00	$1,875.30	$1,875.00		
5	Canal ROW's sidewalk cost difference 4" to 6"	88.8	SY		0		0	27.75	$2,464.20	$2,464.00		
6	**SUBTOTAL**									**$19,368.00**		
7												
8	**ADA Mats**											
9	Add' l Mats at add' l locations not on plans 3' x 4'	8	EA		0		0	114.00	$912.00	$912.00		Additional Mats required not
10	Add' l Mats at add' l locations not on plans 3' x 5'	8	EA		0		0	146.00	$1,168.00	$1,168.00		shown on drawings
11	Tax	1	EA		0		0	145.00	$145.00	$145.00		
12	Freight	1	EA		0		0	400.00	$400.00	$400.00		
13	**SUBTOTAL**									**$2,625.00**		
14	**TOTAL**										**$21,993.00**	**Total Adds**
15												
16	**Allowance Balance**											
17	Allowance Amount Deducted	1	LS		0		0	(14,547.60)	($14,547.60)	($14,547.60)		
18	**TOTAL**										**($14,547.60)**	
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
	Total Cost				$0.00		$0.00		$7,446.90		**$7,445.40**	**Net Change Order Amount**

GC Signature

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this 8th day of April, 2021 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **E&F Florida Enterprises, Inc dba Creative Contracting Group**, hereinafter the "CONTRACTOR", with its office located at 3141 Fortune Way S-16, Wellington, Florida 33414.

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid -2021B-001 to construct Pathway Park Construction Sub-Phase 2B (Task Order #255) (the "ITB");

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and,

WHEREAS, the VILLAGE finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. AGREEMENT TERM

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2 Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, attached hereto and incorporated herein as Exhibit "A".

1.3 Liquidated Damages. Liquidated Damages shall be assessed in accordance with the provision set forth in the ITB.

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the construction of a fitness park as more specifically set forth in the ITB, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and

procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and that it holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB the CDBG Agreement with Palm Beach County and this Agreement and within the time frame set forth in the ITB.

2.6 The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the VILLAGE, dated December 15, 2020, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The CONTRACTOR shall abide by all requirements and obligations imposed on the VILLAGE or the VILLAGE's subcontractor (or as otherwise identified) under the Grant Agreement (a copy of which is attached hereto as **Exhibit "C"**). This includes all Federal and Davis Bacon Act Requirements. Federal Requirements Parts 1&2, Wage Determinations, and Statement of Acknowledgement must be included in the bid submittal. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the VILLAGE and CONTRACTOR to be extended.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the construction of Pathway Park Construction Sub-Phase 2B (Task Order #255) for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed $505,065.50.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 Generally. The CONTRACTOR shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work.

VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with the Contract Documents. If not approved, the VILLAGE will notify the CONTRACTOR within twenty (20) business days of the VILLAGE's receipt and identify the action necessary to correct the invoice or a deficiency.

7.2 Payment to the CONTRACTOR shall be made pursuant to the **Community Development Block Grant Agreement** and Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the VILLAGE will withhold ten

percent (10%) of each payment from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch-list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment shall occur as follows: Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), the CONTRACTOR shall submit a "final invoice" to the VILLAGE. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable invoice has been properly completed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the VILLAGE shall pay the remainder of the invoice price including any amount held as retainage.

7.5 Notwithstanding the foregoing, the VILLAGE shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the VILLAGE.

7.6 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the VILLAGE releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

7.7 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 **TERMINATION BY VILLAGE:** The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

(a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
(b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
(c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
(d) takes action, short of declaring bankruptcy, evidencing insolvency;
(e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
(f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
(g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the VILLAGE, may without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the VILLAGE; and,
(b) finish the work by whatever reasonable method the VILLAGE may deem expedient.

The CONTRACTOR and its surety (if any) shall be liable for any damage to the VILLAGE, including additional attorney and engineering/architectural fees, resulting from the

CONTRACTOR's termination under this provision by the VILLAGE, including but not limited to, and any increased costs incurred by the VILLAGE in completing the work.

When the VILLAGE terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the VILLAGE wrongfully terminated the Contract, then the CONTRACTOR agrees to treat such termination as a termination for convenience.

13 TERMINATION BY THE VILLAGE FOR CONVENIENCE

13.1 The VILLAGE may, at any time, terminate the Contract and Contract Documents for the VILLAGE's convenience and without cause. Upon receipt of written notice from the VILLAGE of such termination for the VILLAGE's convenience, the CONTRACTOR shall:

(a) cease operations as directed by the VILLAGE in the notice;
(b) take actions necessary, or that the VILLAGE may direct, for the protection and preservation of the work; and
(c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the VILLAGE's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

14. INSURANCE

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

15. WAIVER OF BREACH

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 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.

16.2 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.

16.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein, the underlying Community Development Block Grant (CDBG) Agreement that funds a portion of the project, as may be amended and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between the documents, the CDBG Agreement, this Agreement and the ITB, shall prevail in that order. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

18.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

21. GOVERNING LAW AND REMEDIES

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. DELAYS AND FORCES OF NATURE

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors (if authorized) and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE

pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties should sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

27. LIMITATIONS OF LIABILITY

27.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

28. PUBLIC ENTITY CRIMES

28.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

29. SCRUTINIZED COMPANIES.

29.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a

contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

30. PREPARATION

30.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

31. PALM BEACH COUNTY INSPECTOR GENERAL

31.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

32. ENFORCEMENT COSTS

32.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

33. PUBLIC RECORDS

33.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

(b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

34. INFRINGEMENT INDEMNITY

34.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

(a) In the event of a claim of infringement, the CONTRACTOR shall, at its option:

1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or

2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.

3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables.

(b) The CONTRACTOR will have no obligation under this section for infringement and to the extent that such claim arises from:

1. modification of the deliverables other than by the CONTRACTOR or by its recommendation; or

2. combination of the deliverables with products other than those supplied by the CONTRACTOR;

and

3. the alleged infringement or misappropriation relates to such modification or combination.

(c) The CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

(d) CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

35. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

35.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

36. FEDERAL AND STATE TAX

36.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

37. PROTECTION OF PROPERTY

37.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

38. DAMAGE TO PERSONS OR PROPERTY

38.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

39. WARRANTY

39.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

41. DISCRIMINATION

41.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

42. CONSTRUCTION DEFECTS.

42.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

43. REIMUBURSEMENT OF ENGINEER EXPENSES

43.1 Should the completion of the contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the VILLAGE for all expenses of engineering and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the VILLAGE will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages.

44. PUBLIC CONSTRUCTION BOND

44.1 If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

44.2 The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

44.3 To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

(a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

(e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(f) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

45. E-VERIFY

45.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

46. CONTRACTOR'S ADDITIONAL REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter into this Contract, the CONTRACTOR makes the following representations:

46.1 CONTRACTOR has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

46.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

46.3 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the construction of a fitness park on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

_____
Kim Wynn, Village Clerk

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: E+F Florida Enterprises INC

By: _____

[Corporate Seal]

Print Name: LISA Addis

Title: V.P.

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 12 day of April, 2021 by LISA Addis, as V.P. (title), of E+F Florida Enterprises Inc, a limited liability corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public

_____
Print Name: Joseph PATALANO
My commission expires: 5/14/22

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ana Grajales
Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	PHONE (A/C, No, Ext): (954)302-4531 FAX (A/C, No): (954)692-3941 E-MAIL ADDRESS: ana@floridiancoastline.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Travelers Casualty Insurance Company of — 19046
INSURED E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL16122103216 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA6H922577	10/3/2020	10/3/2021	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 500,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS ALSO LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

VILLAGE OF PALM SPRINGS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Cruz/ANA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426	CONTACT NAME: Troy Sissom PHONE (A/C, No, Ext): (561) 736-6022 FAX (A/C, No): (561) 736-6052 E-MAIL ADDRESS: insuredchoice@insuredchoice.com
INSURED E & F Florida Enterprises Inc DBA Creative Contracting Group #CGC1513410 3141 Fortune Way Suite 16 Wellington FL 33449	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: UNITED NATL INS CO — 13064 INSURER B: NAUTILUS INS CO — 17370 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CST0000581	04/05/2021	04/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN082417	04/05/2021	04/05/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E&FFL-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2021

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PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC 561-392-3300	CONTACT NAME:	
	PHONE (A/C, No, Ext): 561-392-3300	FAX (A/C, No): 561-361-1132
	E-MAIL ADDRESS: certs@workerscompgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BusinessFirst Ins Co	11697
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☒ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A			521-12678	04/16/2021	04/16/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

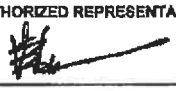
PROOFOF

Proof of Insurance Only
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SECTION 00300

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction Sub-Phase 2B

Bid Number: ITB 2021B-001

Bidders Name: E+F Florida Enterprises INC.

The following items must be submitted in the following order with your bid:

1. ✓ Completed Section 00300 - Bid Submission Checklist
2. ✓ Completed Section 00310 - Bid Form
3. ✓ Completed Section 00315 – Bidder's Qualification Questionnaire and applicable attachments.
4. ✓ Completed Section 00320 – Electronic Files Disclaimer
5. ✓ Completed Section 00410 – Bid Bond Complete with Power of Attorney
6. ✓ Completed Section 00415 - Public Entity Crimes
7. ✓ Completed Section 00420 - Drug-Free Workplace Certificate
8. ✓ Completed Section 00425 - Non-Collusive Affidavit
9. ✓ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ✓ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.
11. ✓ Signed Copy of All Addenda

12. ✓ PBC Requirements for Federally Funded Projects, Part 1

✓ a. Non-collusion Affidavit of Prime Bidder

✓ b. Anti-Kickback Affidavit

✓ c. Certification of Eligibility of General Contractor

✓ d. Certification of Non-segregated Facilities

✓ e. Workforce Projection

f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant — UPON Award

g. Statement and Acknowledgement — UPON AWARD

h. Form HUD-2516 in EXCEL Format (Electronic File Provided) — UPON AWARD.

i. Section 3 Report — UPON Award.

UPON Award as per next page

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original". N/A - electronic Bid.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. **General Requirements:**
   The following requirements are attached:
   - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
   - Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
   - Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
   - Bonding Requirements for Construction Contracts
   - Public Entity Crimes - Section 287.133, Florida Statute
   - Section 109 Housing and Community Development Act of 1974
   - Nondiscrimination under the Age Discrimination Act of 1975, As Amended
   - Title VI of the Civil Rights Act of 1964
   - Section 3 Clause
   - Work on Nights, Weekends and Holidays
   - Lead-based Paint Poisoning Prevention Act
   - Compliance with Clean Air and Water Acts

WITH BID

2. **Forms to be completed and submitted by all bidders with their bids:**
   The following forms are attached:
   - Non-collusion Affidavit of Prime Bidder
   - Anti-kickback Affidavit
   - Certification of Eligibility of General Contractor
   - Certification of Non-segregated Facilities
   - Workforce Projection

UPON AWARD

3. **Forms for the successful bidder, to be submitted after contract award:**
   - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
   - Contractor/ Subcontractor Statement and Acknowledgement

4. **Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:**
   - Contract Award Report (HUD Form 2516) to be submitted as follows:
     - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
     - with the final payment request
   - Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. **Davis-Bacon Act:**
   Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over $2,000. The following requirements are attached:
   - Required Use of the Labor Compliance Reporting System (LCRS)
   - Display of Posters and Wage Decision
   - Federal Labor Standards Provisions - Form HUD-4010
   - Guidance to Contractor for Compliance with Labor Standards Provisions
   - The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20210182 Mod 0, Highway 1/1/2021

Section 00310
BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
01	3-8-21

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	7500.00	7500.00
2	Project Management/ Superintendent	LS	1	12,500.00	12,500.00
3	Permits	LS	1	10,000.00	10,000.00
4	Site Mobilization/ Demobilization	LS	1	45,000.00	45,000.00
5	Maintenance of Traffic	LS	1	6,000.00	6,000.00
6	Erosion Control	LS	1	2500.00	2500.00
7	Indemnification	LS	1	2,000.00	2000.00
8	A-Built Survey/ Record Drawings	LS	1	12,000.00	12,000.00
Demolition					
9	Removal of Existing Landscape Material	EA	1	5,000.00	5,000.00
10	Removal of Existing Sidewalk	SY	2,573	19.00	48,887.00
11	Removal of Existing Asphalt	SY	192	25.00	4800.00
12	Removal of Existing Chain Link Fence	LF	125	Ø	Ø
Site Preparation					
13	Clearing and Grubbing	LS	1	10,000.00	10,000.00
14	Protection of Existing Trees to Remain	EA	61	41.00	2501.00
15	Grading	LS	1	10,000.00	10,000.00
Hardscape, Paving, and Grading					
16	8' Wide 4" Concrete Sidewalk	SY	3,472	53.25	184,884.00
17	8' Wide 6" Concrete Sidewalk	SY	346	81.00	28,026.00
18	Concrete Pavers for Crosswalk/Sidewalks	SF	1,725	10.00	17,250.00
19	Custom Concrete Stamp	EA	1	5,000.00	5,000.00
20	12" White Thermoplastic Painted Crosswalk	EA	9	1000.00	9,000.00
21	Concrete Stamping	SF	64	78.00	4992.00
22	ADA Detectable Warnings	LS	1	7500.00	7500.00
23	White Aluminum Fence	LF	125	Ø	Ø
24	Harmonizing Existing Grades and Conditions	LS	1	5,000.00	5,000.00
Site Amenities					
25	4' Rolled Form Perforated Bench	EA	1	2800.00	2800.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Trailhead Signage (Ferrin Signs)	EA	2	2900.00	5800.00
27	Park Directional Signage (Ferrin Signs)	EA	6	1833.00	10,998.00
Landscape					
28	Bahia Sod	SF	20,170	0.75	15,127.50
Allowances					
29	Contingency Allowance	AL	1	$30,000.00	$30,000.00
Total of All Unit Price Bid Items					$505,065.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 505,065.50

Five Hundred and five thousand, sixty five dollars and fifty cents

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security; ✓

B. List of Proposed Subcontractors; ✓

C. List of Proposed Suppliers; ✓

D. List of Project References; ✓

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; ✓

F. Contractor's License No.: CGC 1513110 **[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; and ✓

G. Required Bidder Qualification Statement with supporting data. ✓

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

E + F Florida Enterprises Inc

By:
[Signature] [signature]

[Printed name] Lisa Addis

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] [signature]

[Printed name] Frank Addis

Title: Secretary

Submittal Date: 3-16-21

Address for giving notices:

3141 Fortune Way S-16
Wellington FL 33414

Telephone Number: 561 333-1445

Fax Number: 561 333-7894

Contact Name and e-mail address: Lisa Addis
creativecontractor@comcast.net

Bidder's License No.: CGC 1513410 (Florida)
(where applicable)

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

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business? 17 Years

2. General Contractor's License Number (attach copy): CGC1513410.

3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida. ✓

4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

   Project Title: Love ST Parking lot Renovations

Owner Contact: TOWN OF JUPITER Ph: 561-741-2281

Engineer Contact: Scott Isberner Ph: 561-741-2281

Contract Time: 120 days Bid Value: 407,700

Final Contract Amount: 393,414 Completion Date: 12/10/19

5. Have you ever failed to complete work awarded to you? If so, where and why.

NO.

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes.

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor	Work to be performed
Line Technology	Thermo plastic Stripping

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

2 Landscape Trucks for Demo + Haul, excavators, bobcats, chipping hammers, wet saws, curbing machine, and numerous other power tools & equipment that may be needed.

9. What equipment will you purchase for completing the proposed work:

None

10. What equipment will you rent for completing proposed work:

· Cement Delivery, Products needed as per MOT Plan signs, barrells, barricades, fencing etc.

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

See attached

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation ~~of similar size~~ N/A, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of ~~aluminum bridge installation~~ N/A, canal grading, ~~installation of rubble rip~~rap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: Love St Parking Lot Renovations

Owner/Entity Name: TOWN of JUPITER.

Address: A1A + Love St.

City, State, Zip: Jupiter FL. 33469

Owner Contact Scott Isberner Title: Eng. Ph No.: 561.741.2281

Start Date of Project: 11/2019

Completion Date of Project: 2/2020

Summary of Project:

project cost $407,700. complete Renovations: Asphalt, Striping, Sidewalks, driveways, concrete landscaping beds Landscaping (palm trees etc), Irrigation, plumbing MOT, Clearing + grubbing, grading, Street lights, Signage etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

b. Project Name: NPB Country Club TEMP. Facilities

Owner/Entity Name: Village of North Palm Beach

Address: 951 US 1

City, State, Zip: NPB FL 33408

Owner Contact Chuck Huff Title: PST. MGR Ph No.: 561-348-0697

Start Date of Project: 6/2017

Completion Date of Project: 9/2017

Summary of Project:

project cost $ 342,424 Included, Concrete Sidewalks + Ramps, running plumbing + electrical lines, irrigation, parking lot changes with driveway to A1A, decking, MOT, Clearing + grubbing, grading, fencing, Bathroom (outdoor), Awnings etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

c. Project Name: Ocean Front PARK Retaining wall / STAIRS

Owner/Entity Name: City of Boynton Beach

Address: 6415 N Ocean Blvd, Ocean Ridge FL 33435

City, State, Zip: Ocean Ridge FL 33435

Owner Contact Gail MOOTZ Title: PST. MGR. Ph No.: 561-307-2185

Start Date of Project: 3/2019

Completion Date of Project: 6/2019

Summary of Project:

Included, major clearing + grubbing, install retaining wall, demo, concrete staircase, concrete sidewalks, fencing + RAILING, landscaping, irrigation, grading etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

d. Project Name: LAKE WORTH CASINO BUS STOP

Owner/Entity Name: City of LAKE WORTH Beach

Address: 10 S Ocean Blvd

City, State, Zip: LAKE WORTH Beach FL, 33460

Owner Contact Mike DAVIO Title: PSC. MGR. Ph No.: 561-291-3389

Start Date of Project: 2/20

Completion Date of Project: 9/20

Summary of Project: $123594

clearing & grubbing, Grading, mor, landscaping, Irrigation, concrete sidewalks & curbing, Asphalt, Stripping, plumbing, signage, drainage, bus shelter etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

e. Project Name: Riviera Beach Marina Seawall

Owner/Entity Name: Riviera Beach CRA.

Address: 1930 E 13 ST.

City, State, Zip: Riviera Beach FL 33404

Owner Contact Andre Lewis Title: PJT- MGR Ph No.: 561- 714-7719

Start Date of Project: 12/2018

Completion Date of Project: 2/2019

Summary of Project: $285,600

Removal of 850 feet of Seawall, replace with new concrete form, stucco, fencing, railing, painting, landscaping, clearing & grubbing, grading etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

f. Project Name: Joe Crowder Dog Park

Owner/Entity Name: City of Boynton Beach

Address: 800 Renaissance Commons Blvd

City, State, Zip: Boynton Beach FL 33426

Owner Contact Gail Moore Title: PST MGR Ph No.: 561-307-2185

Start Date of Project: 7/20

Completion Date of Project: 8/20

Summary of Project:

cleaning + grubbing, grading, concrete sidewalks + curbing, landscaping, irrigation, drainage, railing, MOT, etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06. ✓

14. Declaration of Work Components Schedule Monday - Saturday 7AM - 4pm. continous work every day that is allowed plus extra hours, main objective is to have project completed in a timely manner

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Demo, grading, sidewalks, concrete, irrigation, MOT, clearing + grubbing, landscaping etc.

Work Components that will be provided by subcontractors are as follows:

thermoplastic Stripping

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to Pathway Park Construction Phase 2B subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

E+F Florida Enterprises INC

CONTRACTOR's Company Name

Signature of Authorized Agent of CONTRACTOR

LISA Addis V.P

Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, E&F Florida Enterprises, Inc dba Creative Contracting Group

as Principal and CONTRACTOR, and United States Fire Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Phase 2B

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said E&F Florida Enterprises, Inc dba Creative Contracting Group, as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said United States Fire Insurance Company as Surety herein, has caused these presents to be signed in its name by its under its corporate seal, this 16th day of March A.D., 20 21.

Signed, sealed and delivered in the presence of:

E&F Florida Enterprises, Inc dba Creative Contracting Group

Principal-CONTRACTOR

John Addis, Frank Addis

Secretary

By: [signature]

Title: LISA Addis, V.P/owner

As to Principal

United States Fire Insurance Company

Surety

By: [signature]

Brett Rosenhaus, Attorney-in-Fact

Attorney-in-Fact (Power-of-Attorney to be attached)

By: _____
Brett Rosenhaus
Resident Agent

END OF SECTION

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of March 2021

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name E+F Florida Enterprises Inc

Signature

Name & Title Lisa Addis V.P.

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by the Lisa Addis

(INDIVIDUAL'S NAME)

of V.P.

(TITLE/POSITION WITH COMPANY/VENDOR)

E+F Florida Enterprises Inc.

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE L Addis

DATE 3-15-21

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of FL.)

County of Palm Bch)

Lisa Addis being first duly sworn, deposes and says that:

1. He/she is the V.P/owner, (Owner, Partner, Officer, Representative or Agent) of E+F Florida Enterprises the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price of prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

By: _____

LISA Addis

Printed Name

V.P.

Title

END OF SECTION

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is V.P. of E+F Florida Enterprises Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction 2B

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of March 2021 by Lisa Addis, who is ☑ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Notary Signature: J Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. GG 178875

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am V.P. of E+F Florida Enterprises, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction 2B

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

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of March 2021 by Lisa Addis, who is ☑ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Notary Signature:

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. GG178875

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) He/she is the V.P. of E+F Florida Enterprises, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1513410 Expiration Date: 8/31/22 who submitted a proposal to perform work for the following project:

Contract #: 2012B-001 Project Name: Pathway Park Construction 2B

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

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

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

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

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

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of March 2021 by Lisa Addis, who is ☑ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Notary Signature: J Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. GG 178875

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: Pathway Park Construction 2B

Company Name and Address: E+F Florida Enterprises Inc
3141 Fortune Way S-16
Wellington FL 33414

Signature

Lisa Addis V.P.
Name and Title

3-15-21
Date

WORKFORCE PROJECTION

PROJECT NAME:	Pathway Park Construction 2B

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS
[ ] Asphalt Distributor
[ ] Asphalt Paving Machine
[ ] Asphalt Screed
[ ] Backhoe
[ ] Boom Auger Operator
[ ] Bulldozer
[ ] Concrete Curb Machine Operator
[ ] Concrete Joint Saw Operator
[ ] Concrete Pump
[ ] Cranes with boom length less than 150 ft
[ ] Cranes with boom length 150 ft and over
[ ] Cranes, all tower cranes, and all
[ ] Derrick, or Dragline
[ ] Earthmover
[✓] Excavator
[ ] Forklift
[ ] Front End Loader
[ ] Grader/Blade
[ ] Guardrail Erector
[ ] Guardrail Erector
[ ] Guardrail Post Driver
[ ] Mechanic (type: _____)
[ ] Milling Machine Grade Checker
[ ] Milling Machine Operator
[ ] Motor Grader
[ ] Mulching Machine
[ ] Oiler, Greaseman
[✓] Pavement Striping Machine
[ ] Pavement Striping Machine Nozzleman
[ ] Pile driver
[ ] Power Sub-grade Mixer
[ ] Roller
[ ] Scraper
[✓] Sign Erector
[✓] Small Tool Operator
[ ] Tractor
[ ] Trenching Machine
[ ] Truck Driver (type: _____)
[ ] Other:
[ ] Other:

OTHER WORK CLASSIFICATIONS
[ ] Acoustical Tile Installer
[ ] Air Tool Operators
[ ] Asphalt Rakers
[ ] Bricklayer/Brickmason/Blocklayer
[ ] Carpenter
[✓] Cement Mason/Concrete Finisher
[ ] Drywall Hanger
[ ] Drywall Finisher/Taper
[ ] Electrician
[ ] Elevator Mechanic
[✓] Fence Erector
[ ] Form Setter
[ ] Glazier
[ ] Grade Checker
[ ] HVAC Mechanic (type: _____)
[ ] Ironworker - Ornamental
[ ] Ironworker - Reinforcing
[ ] Ironworker – Structural
[✓] Laborer - Common or General
[ ] Laborer - Roof Tear off
[ ] Landscape and Irrigation laborer
[ ] Lather
[ ] Mason Tenders
[ ] Painter
[ ] Pipefitter (excluding HVAC pipe work)
[ ] Pipelayer
[ ] Plasterer
[ ] Plasterers Tenders
[ ] Plumber (excluding HVAC pipe)
[ ] Plumber (including HVAC pipe)
[ ] Roofer (including built-up, composition and single ply)
[ ] Sheet Metal Worker (including HVAC duct work)
[ ] Sprinkler Fitter (fire sprinkler)
[ ] Terrazzo Worker Mechanic
[ ] Tile Setter
[ ] Traffic Control Specialist
[ ] Traffic Signalization - Installer
[ ] Traffic Signalization - Mechanic
[ ] Unskilled Laborer
[ ] Welder
[ ] Other:

Submitted by: Lisa Addis

Date: 3-15-21

Park Connector Pathway Sub-

Phase 2B

Addendum No. 1

March 8, 2021

BIDS DUE: 2:00 PM, Local Time, March 16, 2021

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 Park Connector Pathway Sub-Phase 2B, fully and completely as if the same were fully set forth herein.

IN THE BID PLANS

1. Sheets LH-102 and LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

    Plan Calls:
    New fence to replace existing chain link fences.
    Replace With:
    Existing chain link fence to remain.

2. Sheet LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

    Plan Calls:
    Field adjust proposed sidewalk around trees 51, 54, 59, 61.
    Replace With:
    Field adjust proposed sidewalk around existing trees as required.

3. Sheets GN-100, C-101, C-102, C-103, C-104, and C-105 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

Legend has designation of "existing sidewalk (to be removed)" listed twice with different symbols.

Replace With:

Duplicate designation corrected to indicate "Proposed Paver Sidewalk".

ON THE BID FORM

1. Mark line item No 12 with $0- existing fencing will remain.

2. Mark line item No 23 with $0- existing fencing will remain.

Receipt acknowledged and conditions agreed to the 9 day of March, 2021.

Ef Florida Enterprises inc

Bidder

By

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

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

ADDIS, LISA M
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1513410 ISSUED: 06/19/2016

CERTIFIED GENERAL CONTRACTOR
ADDIS, LISA M
CREATIVE CONTRACTING GROUP

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1606190001026

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1513410

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2018

ADDIS, LISA M
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

ISSUED: 06/19/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606190001026

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
3141 fortune WAY BAY 16
WELLINGTON, FL 33449

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ADDIS LISA M	CGC1513410	B21.2853 - 10/01/20	$30.50	B40149592

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

CREATIVE CONTRACTING GROUP
E AND F FLORIDA ENTERPRISES INC
4210 SEA MIST WAY
WELLINGTON, FL 33449

LBTR Number: 201465581
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

E & F FLORIDA ENTERPRISES INC
BALANCE SHEET
AT MARCH 31,2020
UNAUDITED

Assets	
Current Assets	
Cash in Banks	220,832.
Cash on Hand	17,989.
Accounts Receivable	291,025.
Total Current Assets	529,846.
Fixed Assets	
Machinery & Equipment Net of Depreciation	65,737.
Auto & Equipment Net of Depreciation	181,014.
Office Equipment Net of Depreciation	13,106.
Total Fixed Assets	259,857.
Other Assets	
Inventory at Cost	32,581.
Loans to Partners	54,593.
Undeposited Funds	32,945.
Total Other Assets	120,119.
Total Assets	909,822.
Liabilities & Partners Net Worth	
Current Liabilities	
Accounts Payable	19,064.
Loans Payable-Machinery & Equipment	12,057.
Loans Payable-Auto & Equipment	14,216.
Loans Payable-Office Equipment	804.
Taxes & Accruals	1,922.
Total Current Liabilities	48,063.

Long Term Liabilities	
Loans to Officers	25.000.
Total Long Term Liabilities	25.000.
Total Liabilities	73.063.
Capital	
Retained Earnings	782.572.
Profit for Period	54.187.
Total Retained Earnings	836.759.
Total Liabilities & Capital	909.822.

E&FFL-1

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
561-392-3300 Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	PHONE (A/C, No, Ext): 561-392-3300	FAX (A/C, No): 561-361-1132
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BusinessFirst Ins Co	11697
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		521-12678	04/16/2020	04/16/2021	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

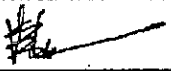
PROOFOF

Proof of Insurance Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Troy Sissom	
Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426	PHONE (A/C, No, Ext): (561) 736-6022	FAX (A/C, No): (561) 736-6052
	E-MAIL ADDRESS: insuredchoice@insuredchoice.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: UNITED NATL INS CO	13064
INSURER B: NAUTILUS INS CO	17370
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
E & F Florida Enterprises Inc DBA Creative Contracting
#CGC1513410
3141 Fortune Way Suite 16
Wellington FL 33449

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CST0000581	04/05/2020	04/05/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN082417	04/05/2020	04/05/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2020

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PRODUCER	CONTACT NAME: Ana Grajales
Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	PHONE (A/C, No, Ext): (954)302-4531 FAX (A/C, No): (954)692-3941 E-MAIL ADDRESS: ana@floridiancoastline.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	INSURER A: Travelers Casualty Insurance Company of	19046
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL16122103216 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS			BA6H922577	10/3/2020	10/3/2021	BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 500,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Cruz/ANA

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3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

LIST OF SOME OF OUR EQUIPMENT AND FACILITIES

2014 Mitsu Fuso Landscape Truck

2007 Mitsu Fuso Landscape Truck

Ford E-350 Box Truck

Caterpillar Excavator 252B

New Holland Excavator L185

2001 Blast/Trail Power wash Trailer

2004 Contr/Trail Flat Trailer

Also : bobcats, generators, scaffolding, ladders, wheel barrels, chipping hammers, wet saws, and numerous power tools and equipment used for all aspects of construction.

Our main office is located at 3141 Fortune way, suite 16, Wellington, Fl 33414

CCG also has a warehouse/ yard located on Grove St, in West Palm Beach

Thanks,

Lisa Addis V.P.

3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Current Projects

Lake Worth Warehouse Conversion. 95% complete

Valencia Reserve Locker room renovations. 50% complete

PBC Dept of Eco. Dewberry St Home Renovation 90% Complete

Village of Wellington Monument Sign 50% complete

Bellagio Sidewalks 90%

Wellington Industrial Complex parking lot renovations 50% complete

Jupiter Pods Project. Did not start yet.

Thanks,

Lisa Addis V.P.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

List of Proposed Suppliers

Tremron, Pavers

Ferrin Signs, signs

Scoffield Systems, Stamp

Highland Products Group, Bench

Williams Sodding, sod

Mot Plan, Bob's Barricades

Cemex, concrete

DWS, detectable warnings

Marjam building supply, misc.

Thanks,

Lisa Addis V.P.

SECTION 00300

BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction Sub-Phase 2B

Bid Number: ITB 2021B-001

Bidders Name: E+F Florida Enterprises INC.

The following items must be submitted in the following order with your bid:

1. ✓ Completed Section 00300 - Bid Submission Checklist
2. ✓ Completed Section 00310 - Bid Form
3. ✓ Completed Section 00315 – Bidder's Qualification Questionnaire and applicable attachments.
4. ✓ Completed Section 00320 – Electronic Files Disclaimer
5. ✓ Completed Section 00410 – Bid Bond Complete with Power of Attorney
6. ✓ Completed Section 00415 - Public Entity Crimes
7. ✓ Completed Section 00420 - Drug-Free Workplace Certificate
8. ✓ Completed Section 00425 - Non-Collusive Affidavit
9. ✓ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ✓ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.
11. ✓ Signed Copy of All Addenda

12. ✓ PBC Requirements for Federally Funded Projects, Part 1

✓ a. Non-collusion Affidavit of Prime Bidder

✓ b. Anti-Kickback Affidavit

✓ c. Certification of Eligibility of General Contractor

✓ d. Certification of Non-segregated Facilities

✓ e. Workforce Projection

f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant — UPON Award

g. Statement and Acknowledgement — UPON AWARD

h. Form HUD-2516 in EXCEL Format (Electronic File Provided) — UPON AWARD.

i. Section 3 Report — UPON Award.

UPON Award as per next page

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original". N/A - electronic Bid.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. **General Requirements:**
   The following requirements are attached:
   - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
   - Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
   - Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
   - Bonding Requirements for Construction Contracts
   - Public Entity Crimes - Section 287.133, Florida Statute
   - Section 109 Housing and Community Development Act of 1974
   - Nondiscrimination under the Age Discrimination Act of 1975, As Amended
   - Title VI of the Civil Rights Act of 1964
   - Section 3 Clause
   - Work on Nights, Weekends and Holidays
   - Lead-based Paint Poisoning Prevention Act
   - Compliance with Clean Air and Water Acts

WITH BID

2. **Forms to be completed and submitted by all bidders with their bids:**
   The following forms are attached:
   - Non-collusion Affidavit of Prime Bidder
   - Anti-kickback Affidavit
   - Certification of Eligibility of General Contractor
   - Certification of Non-segregated Facilities
   - Workforce Projection

UPON AWARD

3. **Forms for the successful bidder, to be submitted after contract award:**
   - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
   - Contractor/ Subcontractor Statement and Acknowledgement

4. **Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:**
   - Contract Award Report (HUD Form 2516) to be submitted as follows:
     - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
     - with the final payment request
   - Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. **Davis-Bacon Act:**
   Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over $2,000. The following requirements are attached:
   - Required Use of the Labor Compliance Reporting System (LCRS)
   - Display of Posters and Wage Decision
   - Federal Labor Standards Provisions - Form HUD-4010
   - Guidance to Contractor for Compliance with Labor Standards Provisions
   - The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20210182 Mod 0, Highway 1/1/2021

Section 00310
BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
01	3-8-21

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

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

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

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	7500.00	7500.00
2	Project Management/ Superintendent	LS	1	12,500.00	12,500.00
3	Permits	LS	1	10,000.00	10,000.00
4	Site Mobilization/ Demobilization	LS	1	45,000.00	45,000.00
5	Maintenance of Traffic	LS	1	6,000.00	6,000.00
6	Erosion Control	LS	1	2500.00	2500.00
7	Indemnification	LS	1	2,000.00	2000.00
8	A-Built Survey/ Record Drawings	LS	1	12,000.00	12,000.00
Demolition					
9	Removal of Existing Landscape Material	EA	1	5,000.00	5,000.00
10	Removal of Existing Sidewalk	SY	2,573	19.00	48,887.00
11	Removal of Existing Asphalt	SY	192	25.00	4800.00
12	Removal of Existing Chain Link Fence	LF	125	Ø	Ø
Site Preparation					
13	Clearing and Grubbing	LS	1	10,000.00	10,000.00
14	Protection of Existing Trees to Remain	EA	61	41.00	2501.00
15	Grading	LS	1	10,000.00	10,000.00
Hardscape, Paving, and Grading					
16	8' Wide 4" Concrete Sidewalk	SY	3,472	53.25	184,884.00
17	8' Wide 6" Concrete Sidewalk	SY	346	81.00	28,026.00
18	Concrete Pavers for Crosswalk/Sidewalks	SF	1,725	10.00	17,250.00
19	Custom Concrete Stamp	EA	1	5,000.00	5,000.00
20	12" White Thermoplastic Painted Crosswalk	EA	9	1000.00	9,000.00
21	Concrete Stamping	SF	64	78.00	4992.00
22	ADA Detectable Warnings	LS	1	7500.00	7500.00
23	White Aluminum Fence	LF	125	Ø	Ø
24	Harmonizing Existing Grades and Conditions	LS	1	5,000.00	5,000.00
Site Amenities					
25	4' Rolled Form Perforated Bench	EA	1	2800.00	2800.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Trailhead Signage (Ferrin Signs)	EA	2	2900.00	5800.00
27	Park Directional Signage (Ferrin Signs)	EA	6	1833.00	10,998.00
Landscape					
28	Bahia Sod	SF	20,170	0.75	15,127.50
Allowances					
29	Contingency Allowance	AL	1	$30,000.00	$30,000.00
Total of All Unit Price Bid Items					$505,065.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 505,065.50

Five Hundred and five thousand, sixty five dollars and fifty cents

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security; ✓

B. List of Proposed Subcontractors; ✓

C. List of Proposed Suppliers; ✓

D. List of Project References; ✓

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; ✓

F. Contractor's License No.: CGC 1513110 **[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; and ✓

G. Required Bidder Qualification Statement with supporting data. ✓

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

E + F Florida Enterprises Inc

By:
[Signature] [signature]

[Printed name] Lisa Addis

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] [signature]

[Printed name] Frank Addis

Title: Secretary

Submittal Date: 3-16-21

Address for giving notices:

3141 Fortune Way S-16
Wellington FL 33414

Telephone Number: 561 333-1445

Fax Number: 561 333-7894

Contact Name and e-mail address: Lisa Addis
creativecontractor@comcast.net

Bidder's License No.: CGC 1513410 (Florida)
(where applicable)

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

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business? 17 Years

2. General Contractor's License Number (attach copy): CGC1513410.

3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida. ✓

4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

   Project Title: Love ST Parking lot Renovations

Owner Contact: TOWN OF JUPITER Ph: 561-741-2281

Engineer Contact: Scott Isberner Ph: 561-741-2281

Contract Time: 120 days Bid Value: 407,700

Final Contract Amount: 393,414 Completion Date: 12/10/19

5. Have you ever failed to complete work awarded to you? If so, where and why.

NO.

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes.

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor	Work to be performed
Line Technology	Thermo plastic Stripping

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

2 Landscape Trucks for Demo + Haul, excavators, bobcats, chipping hammers, wet saws, curbing machine, and numerous other power tools & equipment that may be needed.

9. What equipment will you purchase for completing the proposed work:

None

10. What equipment will you rent for completing proposed work:

· Cement Delivery, Products needed as per MOT Plan signs, barrells, barricades, fencing etc.

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

See attached

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation ~~of similar size~~ N/A, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of ~~aluminum bridge installation~~ N/A, canal grading, ~~installation of rubble rip~~rap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: Love St Parking Lot Renovations

Owner/Entity Name: TOWN of JUPITER.

Address: A1A + Love St.

City, State, Zip: Jupiter FL. 33469

Owner Contact Scott Isberner Title: Eng. Ph No.: 561.741.2281

Start Date of Project: 11/2019

Completion Date of Project: 2/2020

Summary of Project:

project cost $407,700. complete Renovations: Asphalt, Striping, Sidewalks, driveways, concrete landscaping beds Landscaping (palm trees etc), Irrigation, plumbing MOT, Clearing + grubbing, grading, Street lights, Signage etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

b. Project Name: NPB Country Club TEMP. Facilities

Owner/Entity Name: Village of North Palm Beach

Address: 951 US 1

City, State, Zip: NPB FL 33408

Owner Contact Chuck Huff Title: PST. MGR Ph No.: 561-348-0697

Start Date of Project: 6/2017

Completion Date of Project: 9/2017

Summary of Project:

project cost $ 342,424 Included, Concrete Sidewalks + Ramps, running plumbing + electrical lines, irrigation, parking lot changes with driveway to A1A, decking, MOT, Clearing + grubbing, grading, fencing, Bathroom (outdoor), Awnings etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

c. Project Name: Ocean Front PARK Retaining wall / STAIRS

Owner/Entity Name: City of Boynton Beach

Address: 6415 N Ocean Blvd, Ocean Ridge FL 33435

City, State, Zip: Ocean Ridge FL 33435

Owner Contact Gail MOOTZ Title: PST. MGR. Ph No.: 561-307-2185

Start Date of Project: 3/2019

Completion Date of Project: 6/2019

Summary of Project:

Included, major clearing + grubbing, install retaining wall, demo, concrete staircase, concrete sidewalks, fencing + RAILING, landscaping, irrigation, grading etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

d. Project Name: LAKE WORTH CASINO BUS STOP

Owner/Entity Name: City of LAKE WORTH Beach

Address: 10 S Ocean Blvd

City, State, Zip: LAKE WORTH Beach FL, 33460

Owner Contact Mike DAVIO Title: PSC. MGR. Ph No.: 561-291-3389

Start Date of Project: 2/20

Completion Date of Project: 9/20

Summary of Project: $123594

clearing & grubbing, Grading, mor, landscaping, Irrigation, concrete sidewalks & curbing, Asphalt, Stripping, plumbing, signage, drainage, bus shelter etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

e. Project Name: Riviera Beach Marina Seawall

Owner/Entity Name: Riviera Beach CRA.

Address: 1930 E 13 ST.

City, State, Zip: Riviera Beach FL 33404

Owner Contact Andre Lewis Title: PJT- MGR Ph No.: 561- 714-7719

Start Date of Project: 12/2018

Completion Date of Project: 2/2019

Summary of Project: $285,600

Removal of 850 feet of Seawall, replace with new concrete form, stucco, fencing, railing, painting, landscaping, clearing & grubbing, grading etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

f. Project Name: Joe Crowder Dog Park

Owner/Entity Name: City of Boynton Beach

Address: 800 Renaissance Commons Blvd

City, State, Zip: Boynton Beach FL 33426

Owner Contact Gail Moore Title: PST MGR Ph No.: 561-307-2185

Start Date of Project: 7/20

Completion Date of Project: 8/20

Summary of Project:

cleaning + grubbing, grading, concrete sidewalks + curbing, landscaping, irrigation, drainage, railing, MOT, etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation N/A

Other Similar Equivalent Work ✓

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06. ✓

14. Declaration of Work Components Schedule Monday - Saturday 7AM - 4pm. continous work every day that is allowed plus extra hours, main objective is to have project completed in a timely manner

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Demo, grading, sidewalks, concrete, irrigation, MOT, clearing + grubbing, landscaping etc.

Work Components that will be provided by subcontractors are as follows:

thermoplastic Stripping

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to Pathway Park Construction Phase 2B subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

E+F Florida Enterprises INC

CONTRACTOR's Company Name

Signature of Authorized Agent of CONTRACTOR

LISA Addis V.P

Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, E&F Florida Enterprises, Inc dba Creative Contracting Group

as Principal and CONTRACTOR, and United States Fire Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Phase 2B

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said E&F Florida Enterprises, Inc dba Creative Contracting Group, as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said United States Fire Insurance Company as Surety herein, has caused these presents to be signed in its name by its under its corporate seal, this 16th day of March A.D., 20 21.

Signed, sealed and delivered in the presence of:

E&F Florida Enterprises, Inc dba Creative Contracting Group

Principal-CONTRACTOR

John Addis, Frank Addis

Secretary

By: [signature]

Title: LISA Addis, V.P/owner

As to Principal

United States Fire Insurance Company

Surety

By: [signature]

Brett Rosenhaus, Attorney-in-Fact

Attorney-in-Fact (Power-of-Attorney to be attached)

By: _____
Brett Rosenhaus
Resident Agent

END OF SECTION

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of March 2021

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name E+F Florida Enterprises Inc

Signature

Name & Title Lisa Addis V.P.

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by the Lisa Addis

(INDIVIDUAL'S NAME)

of V.P.

(TITLE/POSITION WITH COMPANY/VENDOR)

E+F Florida Enterprises Inc.

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE L Addis

DATE 3-15-21

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of FL.)

County of Palm Bch)

Lisa Addis being first duly sworn, deposes and says that:

1. He/she is the V.P/owner, (Owner, Partner, Officer, Representative or Agent) of E+F Florida Enterprises the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price of prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

By: _____

LISA Addis

Printed Name

V.P.

Title

END OF SECTION

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is V.P. of E+F Florida Enterprises Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction 2B

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of March 2021 by Lisa Addis, who is ☑ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Notary Signature: J Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. GG 178875

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am V.P. of E+F Florida Enterprises, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction 2B

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

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of March 2021 by Lisa Addis, who is ☑ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Notary Signature:

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. GG178875

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) He/she is the V.P. of E+F Florida Enterprises, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC1513410 Expiration Date: 8/31/22 who submitted a proposal to perform work for the following project:

Contract #: 2012B-001 Project Name: Pathway Park Construction 2B

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

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

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

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

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

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, this 15 day of March 2021 by Lisa Addis, who is ☑ personally known to me or ☐ who has produced N/A as identification.

NOTARY SEAL:

Notary Public State of Florida
Joseph Patalano
My Commission GG 178875
Expires 05/14/2022

Notary Signature: J Patalano

Notary Name: Joseph Patalano
Notary Public-State of Florida

Commission No. GG 178875

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: Pathway Park Construction 2B

Company Name and Address: E+F Florida Enterprises Inc
3141 Fortune Way S-16
Wellington FL 33414

Signature

Lisa Addis V.P.
Name and Title

3-15-21
Date

WORKFORCE PROJECTION

PROJECT NAME:	Pathway Park Construction 2B

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS
[ ] Asphalt Distributor
[ ] Asphalt Paving Machine
[ ] Asphalt Screed
[ ] Backhoe
[ ] Boom Auger Operator
[ ] Bulldozer
[ ] Concrete Curb Machine Operator
[ ] Concrete Joint Saw Operator
[ ] Concrete Pump
[ ] Cranes with boom length less than 150 ft
[ ] Cranes with boom length 150 ft and over
[ ] Cranes, all tower cranes, and all
[ ] Derrick, or Dragline
[ ] Earthmover
[✓] Excavator
[ ] Forklift
[ ] Front End Loader
[ ] Grader/Blade
[ ] Guardrail Erector
[ ] Guardrail Erector
[ ] Guardrail Post Driver
[ ] Mechanic (type: _____)
[ ] Milling Machine Grade Checker
[ ] Milling Machine Operator
[ ] Motor Grader
[ ] Mulching Machine
[ ] Oiler, Greaseman
[✓] Pavement Striping Machine
[ ] Pavement Striping Machine Nozzleman
[ ] Pile driver
[ ] Power Sub-grade Mixer
[ ] Roller
[ ] Scraper
[✓] Sign Erector
[✓] Small Tool Operator
[ ] Tractor
[ ] Trenching Machine
[ ] Truck Driver (type: _____)
[ ] Other:
[ ] Other:

OTHER WORK CLASSIFICATIONS
[ ] Acoustical Tile Installer
[ ] Air Tool Operators
[ ] Asphalt Rakers
[ ] Bricklayer/Brickmason/Blocklayer
[ ] Carpenter
[✓] Cement Mason/Concrete Finisher
[ ] Drywall Hanger
[ ] Drywall Finisher/Taper
[ ] Electrician
[ ] Elevator Mechanic
[✓] Fence Erector
[ ] Form Setter
[ ] Glazier
[ ] Grade Checker
[ ] HVAC Mechanic (type: _____)
[ ] Ironworker - Ornamental
[ ] Ironworker - Reinforcing
[ ] Ironworker – Structural
[✓] Laborer - Common or General
[ ] Laborer - Roof Tear off
[ ] Landscape and Irrigation laborer
[ ] Lather
[ ] Mason Tenders
[ ] Painter
[ ] Pipefitter (excluding HVAC pipe work)
[ ] Pipelayer
[ ] Plasterer
[ ] Plasterers Tenders
[ ] Plumber (excluding HVAC pipe)
[ ] Plumber (including HVAC pipe)
[ ] Roofer (including built-up, composition and single ply)
[ ] Sheet Metal Worker (including HVAC duct work)
[ ] Sprinkler Fitter (fire sprinkler)
[ ] Terrazzo Worker Mechanic
[ ] Tile Setter
[ ] Traffic Control Specialist
[ ] Traffic Signalization - Installer
[ ] Traffic Signalization - Mechanic
[ ] Unskilled Laborer
[ ] Welder
[ ] Other:

Submitted by: Lisa Addis

Date: 3-15-21

Park Connector Pathway Sub-

Phase 2B

Addendum No. 1

March 8, 2021

BIDS DUE: 2:00 PM, Local Time, March 16, 2021

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 Park Connector Pathway Sub-Phase 2B, fully and completely as if the same were fully set forth herein.

IN THE BID PLANS

1. Sheets LH-102 and LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

    Plan Calls:
    New fence to replace existing chain link fences.
    Replace With:
    Existing chain link fence to remain.

2. Sheet LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

    Plan Calls:
    Field adjust proposed sidewalk around trees 51, 54, 59, 61.
    Replace With:
    Field adjust proposed sidewalk around existing trees as required.

3. Sheets GN-100, C-101, C-102, C-103, C-104, and C-105 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

Legend has designation of "existing sidewalk (to be removed)" listed twice with different symbols.

Replace With:

Duplicate designation corrected to indicate "Proposed Paver Sidewalk".

ON THE BID FORM

1. Mark line item No 12 with $0- existing fencing will remain.

2. Mark line item No 23 with $0- existing fencing will remain.

Receipt acknowledged and conditions agreed to the 9 day of March, 2021.

Ef Florida Enterprises inc

Bidder

By

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

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

ADDIS, LISA M
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1513410 ISSUED: 06/19/2016

CERTIFIED GENERAL CONTRACTOR
ADDIS, LISA M
CREATIVE CONTRACTING GROUP

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1606190001026

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1513410

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2018

ADDIS, LISA M
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

ISSUED: 06/19/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606190001026

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
3141 fortune WAY BAY 16
WELLINGTON, FL 33449

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ADDIS LISA M	CGC1513410	B21.2853 - 10/01/20	$30.50	B40149592

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

CREATIVE CONTRACTING GROUP
E AND F FLORIDA ENTERPRISES INC
4210 SEA MIST WAY
WELLINGTON, FL 33449

LBTR Number: 201465581
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

E & F FLORIDA ENTERPRISES INC
BALANCE SHEET
AT MARCH 31,2020
UNAUDITED

Assets	
Current Assets	
Cash in Banks	220,832.
Cash on Hand	17,989.
Accounts Receivable	291,025.
Total Current Assets	529,846.
Fixed Assets	
Machinery & Equipment Net of Depreciation	65,737.
Auto & Equipment Net of Depreciation	181,014.
Office Equipment Net of Depreciation	13,106.
Total Fixed Assets	259,857.
Other Assets	
Inventory at Cost	32,581.
Loans to Partners	54,593.
Undeposited Funds	32,945.
Total Other Assets	120,119.
Total Assets	909,822.
Liabilities & Partners Net Worth	
Current Liabilities	
Accounts Payable	19,064.
Loans Payable-Machinery & Equipment	12,057.
Loans Payable-Auto & Equipment	14,216.
Loans Payable-Office Equipment	804.
Taxes & Accruals	1,922.
Total Current Liabilities	48,063.

Long Term Liabilities	
Loans to Officers	25.000.
Total Long Term Liabilities	25.000.
Total Liabilities	73.063.
Capital	
Retained Earnings	782.572.
Profit for Period	54.187.
Total Retained Earnings	836.759.
Total Liabilities & Capital	909.822.

E&FFL-1

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
561-392-3300 Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC	PHONE (A/C, No, Ext): 561-392-3300	FAX (A/C, No): 561-361-1132
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BusinessFirst Ins Co	11697
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		521-12678	04/16/2020	04/16/2021	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

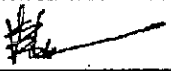
PROOFOF

Proof of Insurance Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Troy Sissom	
Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426	PHONE (A/C, No, Ext): (561) 736-6022	FAX (A/C, No): (561) 736-6052
	E-MAIL ADDRESS: insuredchoice@insuredchoice.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: UNITED NATL INS CO	13064
INSURER B: NAUTILUS INS CO	17370
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
E & F Florida Enterprises Inc DBA Creative Contracting
#CGC1513410
3141 Fortune Way Suite 16
Wellington FL 33449

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CST0000581	04/05/2020	04/05/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN082417	04/05/2020	04/05/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ana Grajales
Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	PHONE (A/C, No, Ext): (954)302-4531 FAX (A/C, No): (954)692-3941 E-MAIL ADDRESS: ana@floridiancoastline.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	INSURER A: Travelers Casualty Insurance Company of	19046
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL16122103216 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS			BA6H922577	10/3/2020	10/3/2021	BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 500,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Cruz/ANA

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3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

LIST OF SOME OF OUR EQUIPMENT AND FACILITIES

2014 Mitsu Fuso Landscape Truck

2007 Mitsu Fuso Landscape Truck

Ford E-350 Box Truck

Caterpillar Excavator 252B

New Holland Excavator L185

2001 Blast/Trail Power wash Trailer

2004 Contr/Trail Flat Trailer

Also : bobcats, generators, scaffolding, ladders, wheel barrels, chipping hammers, wet saws, and numerous power tools and equipment used for all aspects of construction.

Our main office is located at 3141 Fortune way, suite 16, Wellington, Fl 33414

CCG also has a warehouse/ yard located on Grove St, in West Palm Beach

Thanks,

Lisa Addis V.P.

3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Current Projects

Lake Worth Warehouse Conversion. 95% complete

Valencia Reserve Locker room renovations. 50% complete

PBC Dept of Eco. Dewberry St Home Renovation 90% Complete

Village of Wellington Monument Sign 50% complete

Bellagio Sidewalks 90%

Wellington Industrial Complex parking lot renovations 50% complete

Jupiter Pods Project. Did not start yet.

Thanks,

Lisa Addis V.P.

CREATIVE CONTRACTING GROUP

3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

List of Proposed Suppliers

Tremron, Pavers

Ferrin Signs, signs

Scoffield Systems, Stamp

Highland Products Group, Bench

Williams Sodding, sod

Mot Plan, Bob's Barricades

Cemex, concrete

DWS, detectable warnings

Marjam building supply, misc.

Thanks,

Lisa Addis V.P.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Police Department

ITEM #15: Interlocal Agreement Renewal and Amendment - Homeless Resource Center

SUMMARY: Pursuant to the Florida Statutes and the Florida Interlocal Cooperation Act of 1969, local governments are permitted to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner 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.

On May 22, 2012, the Village entered into an Interlocal Agreement with Palm Beach County in order to provide protocol by which the Village refers and transports homeless individuals for acceptance into the Homeless Resource Center and provides for the payment of any transportation costs.

The original Agreement was effective for five years until 2017. In May of 2017, the Agreement was renewed for the first of three possible renewals and the Agreement continued for five years until May 21, 2022. This will be the second renewal, and the following are changes to the new Interlocal Agreement:

- Section 12: Remedies (Original Section Deleted and Replaced)
- Section 18: Non-Discrimination (Original Section Deleted and Replaced)
- Section 19: Assignment (New)
- Section 20: Severability (New)
- Section 21: Counterparts (New)
- Section 22: Effective Date (New)

Upon execution of the new Agreement, it will continue for five years until May 20, 2027. Thereafter, it may be renewed for one (1) additional five-year term.

If approved by the Village Council, the Agreement will be presented to the Director of Facilities Development and Operations Department, to whom the Palm Beach County Board of County Commissioners has delegated authority to execute the agreement.

The proposed Interlocal Agreement has been prepared by Palm Beach County and reviewed by the Chief of Police and the Village Attorney.

FISCAL IMPACT:

There is no fiscal impact at this time.

ATTACHMENTS:

1. Proposed Homeless Resource Center Interlocal Agreement - Second Amendment - 2022
2. Homeless Resource Center First Amendment - 2017
3. Homeless Resource Center Interlocal Agreement 2012

SECOND AMENDMENT
TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT to the Interlocal Agreement dated May 22, 2012, as amended by R2018-0386 (collectively referred to herein as the "Agreement"), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and the Village of Palm Springs, a municipal corporation of the State of Florida ("Village").

WHEREAS, the Agreement provides the protocol by which the Village refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Village have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Village agree as follows:

1. The parties agree to exercise the second of the three (3) five (5) year renewal options. The term of the Agreement is renewed beginning on May 21, 2022 and continuing through May 20, 2027.

2. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 12: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Village.

3. Section 18 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 18: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Village warrants and represents that throughout the term of

the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

4. The Agreement is hereby modified to add the following:

SECTION 19: ASSIGNMENT

Village may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 20: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 21: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 22: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

5. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Village and County.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
FDO Fiscal Officer

By: _____
Isamì Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO
LEGAL SUFFICIENCY

By:_____
County Attorney

ATTEST:

VILLAGE CLERK

VILLAGE OF PALM SPRINGS, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

By:_____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By:_____
Village Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Interlocal Agreement dated May 22, 2012 (the "Agreement"), is made as of JANUARY 11, 18, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Village of Palm Springs, a municipal corporation of the State of Florida ("Village").

WHEREAS, the Agreement provides the protocol by which the Village refers and transports homeless individuals for acceptance into the Homeless Resource Center (HRC) and provides for the payment of any transport costs; and

WHEREAS, the County and the Village have determined it to be beneficial to both parties to continue the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Village agree as follows:

1. The term of the Agreement is renewed beginning on May 22, 2017, and continuing through May 21, 2022, pursuant to the exercise of the first of three (3), five (5) year renewal options.

2. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

3. The Agreement is hereby modified to add the following:

SECTION 17: NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Village.

4. The Agreement is hereby modified to add the following:

SECTION 18: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The Village has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if the Village does not have a written non-discrimination policy, it has affirmed through a signed statement provided to County that Village will conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Village and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

By: _____
FDO Fiscal Officer

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Director, Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

VILLAGE CLERK

VILLAGE OF PALM SPRINGS, a municipal corporation of the State of Florida

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Bev Smith, Mayor

12/14/17

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Village Attorney

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into May 22, 2012, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Village of Palm Springs, a municipal corporation of the State of Florida ("Village").

W I T N E S S E T H

WHEREAS, the County has established a Homeless Resource Center ("HRC") within the municipal boundaries of the City of West Palm Beach ("WPB") for the referral of the County's homeless population to a central facility supporting organizations, services and programs that will help end the cycle of homelessness; and

WHEREAS, the County has entered into an Interlocal Agreement dated January 12, 2010, with WPB (City Ordinance No. 4235-09, as may be amended) in support of the HRC; and

WHEREAS, the Palm Beach County Law Enforcement Planning Council ("LEPC") and subcommittee of the Criminal Justice Commission has adopted Best Practices for law enforcement personnel's: 1) interaction with the homeless population and 2) referral of homeless individuals to the HRC and related community agencies' specialty facilities; and

WHEREAS, the foregoing operating protocols have been developed in satisfaction of the requirements set forth in the Interlocal Agreement between County and WPB, which are to: 1) uphold the safe and orderly operation of the HRC; 2) sustain compatibility between the HRC and the uses and character of land surrounding and in the vicinity of the HRC; and 3) further the purpose of the HRC to end homelessness for qualified individuals that voluntarily commit to participate in the services and programs offered by the HRC; and

WHEREAS, the aforementioned protocol is endorsed by the LEPC for countywide implementation through standard law enforcement practices and procedures that shall precede a referral to the HRC; and

WHEREAS, the County and the Village have determined it to be beneficial to both parties for the Village to be able to refer and transport homeless individuals to the HRC; and

WHEREAS, this Agreement authorizes the Village to utilize the HRC in a manner that conforms to both the operational understanding and expectations of both the County and WPB as established by the Interlocal Agreement and the practices endorsed by the LEPC; and

WHEREAS, the County and the Village have the ability to lawfully enter into this Agreement.

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

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) provide the protocol by which the Village shall refer and transport homeless individuals for acceptance into the HRC and 2) provide for payment of any transport costs incurred by the Village.

SECTION 2: LAW ENFORCEMENT BEST PRACTICES

2.01 The Village agrees to abide by and adopt the Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless ("Best Practices") in accordance with the most current approved revision to the Best Practices, which is attached as **Exhibit A** to this Agreement. The Best Practices establish the guidelines which law enforcement agencies shall include in each agency's operating procedures and which law enforcement personnel shall follow during their interactions with homeless individuals. The Best Practices may be modified or updated from time to time as may be agreed to by the LEPC. Each update to the Best Practices shall be transmitted to the County's representatives identified in Section 11 of this Agreement who shall have responsibility for transmitting such update to the Village's representatives identified in Section 11. The update shall automatically replace the former and become part of this Agreement with sixty (60) days prior notice of the implementation date.

SECTION 3: HRC REFERRAL PROCEDURES

3.01 The County may establish and issue HRC specific procedures associated with HRC referrals ("Referral Procedures"). The Referral Procedures include such documents as the Field Referral Form which is attached as **Exhibit B** to this Agreement. The Referral Procedures may be modified or updated from time to time by the County with sixty (60) days prior notice of the implementation date at which time such modifications/updates shall automatically replace the former and become a part of this Agreement. In the event that the Village does not agree to operate in accordance with the Referral Procedures, then the Village's sole option shall be to exercise its right to terminate this Agreement as provided herein.

3.02 The Village agrees to conduct training for all sworn personnel, and those non-sworn personnel which may have interaction with the homeless. The training curriculums (new and refresher) shall be provided to the Village by the County (as prepared by the Palm Beach County Sheriff's Office). The Village agrees to conduct training for all officers (and eligible non-sworn personnel) as part of new employee field training and as part of the next round of in-service training. Subsequent refresher training shall be conducted no less frequently than annually as part of in-service training.

SECTION 4: TRANSPORTATION COSTS

4.01 The Village, on an individual referral basis, has the option of either: 1) transporting a homeless person and all of their belongings that are not secured, to the HRC by Village personnel in a Village-owned vehicle, or 2) requesting that the County arranges for transport via the County's contracted transport provider. In the event that the Village chooses to utilize the County's contracted transport provider, the Village agrees to reimburse the County the actual cost

of the transport. The County shall invoice the Village for the number of transports twice a year on March 31st and September 30th. The Village shall pay the County, in full, no later than thirty (30) days after the date of the invoice. Payments shall be sent to:

Facilities Development & Operations
Fiscal Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Attn: HRC Interlocal Agreement #____ Invoice #

If during transport, the homeless person decides that he/she does not wish to end their homelessness, the Village will return the homeless person to his/her original location or another location within the Village's boundaries that is mutually acceptable to the homeless person and the Village. In the event that the homeless person is being transported by the County's contracted transport provider, the homeless person will be returned only to the original location from which he/she originated. In the event of the foregoing, the Village will still be required to reimburse the County for the cost of the partial trip. The Village's reimbursement obligations set forth in this section shall survive expiration or termination of this Agreement.

SECTION 5: INDEMNIFICATION

5.01 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida State Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions. This provision shall survive expiration or termination of this Agreement.

SECTION 6: TERM OF AGREEMENT

6.01 The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The term of this Agreement may be renewed for three (3) successive periods of five (5) years each under the same terms and conditions of this Agreement. At least six (6) months prior to the expiration of this Agreement's term, the Village shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the County's receipt of such request, the County shall process an Amendment to this Agreement which shall be executed by both the Village and the County. The County may not unreasonably withhold its approval of the renewal request.

SECTION 7: ENFORCEMENT

7.01 The County will immediately communicate with the Village's Representative any referral that the County determines not to have been made in accordance with the Referral

Procedures. If a homeless person cannot be accepted into the HRC due to an error of the Village's law enforcement personnel with respect to the Referral Procedures, the homeless person will be transported back to the location from which he/she originated at the Village's cost, pursuant to Section 4.01. The Village retains the option of self-transport but agrees to consider the information provided by the HRC operator prior to making a determination regarding self-transport on a return trip. For purposes of this Section 7, within fifteen (15) days of the effective date of this Agreement the Village shall provide the County with written notice as to the person designated as the Village's Representative and such representative's contact information. The Village may from time to time change the person designated as the Village's Representative, upon three (3) days prior written notice to the County.

SECTION 8: AMENDMENTS TO THIS AGREEMENT

8.01 This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the Village.

SECTION 9: TERMINATION

9.01 This Agreement may be terminated by either party, with or without cause. Any termination shall be effective sixty (60) days from the receipt of written notice thereof.

SECTION 10: ANNUAL BUDGET APPROPRIATIONS

10.01 The County's and the Village's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the Village Council.

SECTION 11: NOTICES

11.01 Any notice given pursuant to the terms of this Agreement shall be in writing and delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Human Services Division
810 Datura Street
West Palm Beach, FL 33401

As to the Village:

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

Any party may from time to time change the address at which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

SECTION 12: APPLICABLE LAW/VENUE

12.01 This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

SECTION 13: FILING

13.01 A copy of this Agreement shall be filed with the Clerk & Comptroller's Office in and for Palm Beach County.

SECTION 14: DELEGATION OF DUTY

14.01 Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Village's officers.

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

15.01 Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Village, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

SECTION 16: MISCELLANEOUS

16.01 The recitals set forth in this Agreement are true and correct and are incorporated herein.

16.02 All Exhibits referenced in this Agreement are incorporated herein by such reference and shall be deemed to be an integral part of this Agreement.

16.03 This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Village concerning the Village's utilization of the HRC; except as herein otherwise provided, no subsequent alterations, waiver, change, or addition to this Agreement shall be binding upon the County or the Village unless reduced to writing and signed by them.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

By: _____

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Dir., Facilities Dev & Opns

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

VILLAGE CLERK

By: _____
Virginia Walton, Village Clerk

VILLAGE OF PALM SPRINGS, a municipal corporation of the State of Florida

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Christy L. Goddeau, Village Attorney

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

G:\SCooper\HRC\Interlocal Clean 8.30.11 re Village of Palm Springs.docx

EXHIBIT A

Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless

Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless

DISCUSSION: The development of countywide best practices is to ensure that members of Palm Beach County Law Enforcement Agencies understand and are sensitive to the needs and rights of homeless persons, and to set forth procedures for law enforcement members to follow during contacts with homeless persons. These Best Practices recognize that there is a right of all persons, including people experiencing homelessness, to be peaceably in any public place of the jurisdiction so long as their activities are lawful. It also explicitly affirms that homelessness is not a crime. It is also recognized that each individual law enforcement agency may develop policies and procedures to handle homeless persons based on the individual needs of their community, but that the policy or procedure will incorporate the Best Practices below.

POLICY: The policies of Palm Beach County Law Enforcement are to treat homeless persons in a manner that protects their needs, rights and dignity, while providing appropriate law enforcement services to the entire community. Agencies recognize that in law enforcement situations involving homeless individuals, it is preferable to make referrals to organizations that provide services to homeless individuals, and to refrain from initiating contacts that interrupt innocent activity and may violate an individual's constitutional rights.

DEFINITIONS:

Homeless Person - Is an individual or individuals who lack a fixed, regular and adequate night-time residence, or has a primary night-time residence that is:

a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations;
b. An institution that provides a temporary residence for individuals intended to be institutionalized;
c. A private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Law Enforcement Member (LE Member) – An employee or volunteer of a municipal, county or school board law enforcement agency in Palm Beach County, Florida; whether or not that member is sworn or non-sworn, paid or non-paid, status.

Accept Referral – Applies to a Homeless Person who has indicated that they desire to end their homelessness. This differs from a Homeless Person who seeks to have nothing more than a meal or a place to sleep for the night.

Homeless Resource Center (HRC) - A facility acting as single point of access recognized by the County to accept a Homeless Person and their families and engage individuals in ending their homelessness.

BEST PRACTICES:

- **CONTACT**

  - A LE Member may at any time approach a Homeless Person who has not been observed engaging in criminal conduct, to offer advice about shelters, services, or other assistance that is available. In appropriate situations, the LE Member may also contact an outreach worker from a public or private homeless services provider. The Homeless Person is free to choose whether to accept any referrals or not.

  - When a Homeless Person accepts a referral, that person or persons shall be transported to the HRC or other community partner's facility identified by the HRC as appropriate for the specific type of referral. When a Homeless Person desires to end their homelessness and accept a referral to the HRC, the LE Member will begin the acceptance process in the field by completing an HRC Field Referral Form, confirming acceptance with the HRC and transporting (or arranging for transport) to the HRC. Prior to a Homeless Person being transported to the HRC, the LE Member shall query the appropriate State and National criminal history databases to determine if the Homeless Person is a registered sexual predator or sexual offender or has active arrest warrants.

    1. Homeless Sexual Offenders or Predators are not allowed at an HRC.
    2. Homeless Sexual Offenders or Predators under the supervision of the Florida Department of Corrections (FDOC) shall be free to go as long as their actions are lawful. For extenuating issues, FDOC can be contacted at (561) 837-5175 or after hours at (561) 791-4750.
    3. Homeless Sexual Offenders or Predators not under the supervision of FDOC should be reported to the Sheriff's Office S.P.O.T. Unit at (561) 688-4161 (M-F 8am to 4pm), or via e-mail at spot@pbso.org.

  - LE Members having interactions and or contacts with persons determined to be homeless as a result of self-initiated contact or as a result of a citizen complaint shall document that contact. In all cases LE Members shall complete the reporting form appropriate to the interaction, and shall include the letters HL (homeless) in the address field, or other appropriate field, which records for tracking contacts only, a person's homelessness status. The reporting form shall be in a form such that each agency can electronically identify, retrieve and count interactions with a Homeless Person. The countywide goal is to have the forms entered by each agency into the Law Enforcement Exchange System. LE Members shall refrain from detention, arrest, interrogation, or initiation of any other criminal law enforcement interaction with any persons based solely upon their "status" of being or appearing to be homeless, so long as their activities are lawful.

- LE Members shall not communicate in any way, to persons who are or appear to be homeless, that they are not allowed to be in a particular public space in the jurisdiction based on their homeless status.

- Homeless school age children are required to be enrolled and attend school. LE Members shall contact the School District Police Dispatch at 561-434-8700 to determine if a child is enrolled. If the child is not enrolled, the School District Police Dispatch will be able to advise what public school the child should be attending. The officer will then advise the parents where to enroll the child.

- **"MOVE ON" ORDERS**

  - LE Members shall not order any person to move to another location when that person has a legal right to be present where he or she is, subject to requests to move for safety or security or other constitutionally permissible reasons.

  - It is agency policy not to give "move on" orders and not to arrest people for failure to move on if there is another reasonable way to resolve the situation. LE Members shall not give "move on" orders to persons merely because the person is or appears to be homeless.

- **REQUESTS FOR IDENTIFICATION**

  - Requests for identification made to persons who are, or appear to be, homeless shall be subject to the same legitimate law enforcement purposes as are required when made to any other individual, but with sensitivity to the special needs and circumstances of the individual situation.

    1. Requests or demands for identification shall only be made with good cause. Requests for identification shall not be made pursuant to casual contact with persons who are, or appear to be, homeless. At no time shall requests or demands for identification be made in order to harass, intimidate, threaten or make any other unwarranted show of authority.

    2. Unless required by law, or essential to the performance of a law enforcement officer's duty, at no time shall a form of identification presented by a Homeless Person be seized and not returned to him or her.

    3. In situations where persons who are, or appear to be, homeless are unable to produce a valid form of identification, the LE Member shall not penalize the person for failing to produce the requested identification.

- **PERSONAL PROPERTY**

  - The personal property of a Homeless Person shall be treated with the same respect and consideration given to the personal property of any other individual, with

particular sensitivity to the special needs and circumstances of the individual situation.

1. In arrest situations, a Homeless Person shall not be required to abandon personal property they identify as their own at the arrest site. LE Members shall not damage, hide or cause to be abandoned the personal property of any such person. Where practical, LE Members shall adopt or facilitate measures that will best safeguard personal property, as determined by the arrestee.

    a. Property may be taken into custody when an arrestee identifies the property as his or hers. The personal property of arrestees experiencing homelessness is to be handled in the same manner as the property of other arrestees.

2. In no event shall any LE Member destroy any personal property known to belong to a Homeless Person, or recognizable as property of a Homeless Person, unless it is contaminated or otherwise poses a health hazard.

3. A Homeless Person has a constitutionally protected expectation of privacy in their personal belongings and closed containers. LE Members shall refrain from instituting any search, frisk, or other such investigation where the elements of reasonable suspicion or probable cause is not met. A person's status of being, or appearing to be, homeless, without more, does not constitute reasonable suspicion or probable cause or any other grounds for such a search.

- **ARREST SITUATIONS** - Arrests of all persons including those defined as homeless, shall comply with State law, or County Ordinance and Department policies and procedures.

    - If a LE Member observes a Homeless Person engaged in criminal activity, when practical and prudent to do so and with the consent of the victim who has signed a "refusal to prosecute" form, an alternative to a physical arrest shall be used, to include utilizing the resources at the HRC.

    - A LE Member always has the right to approach any individual including a person who is, or appears to be homeless, to allay any suspicions a LE Member may have about the individual, and ascertain that no criminal activity is occurring.

- **TRAINING** –Training on how to interact with a Homeless Person shall be conducted as a part of any new officer field training curriculum. Annual in-service training curriculums shall include updates and refreshers on this topic.

EXHIBIT B

Field Referral Form

Homeless Resource Center

1000 45th Street, West Palm Beach, FL 33407

Field Referral Form

Contact Information For Person Making The Referral:

Contact Name:	Contact Phone No.:	Contact Badge No.:
Date:	Time:	Law Enforcement Agency:
Location:	Law Enforcement Case #:	Signature of Contact Person:

Client Information:

Name:	Date of Birth:	Gender: ☐ Male ☐Female ☐Other

PLEASE VERIFY BEFORE PROCEEDING FURTHER:

☐Active arrest warrant ☐Sexual offender/perpetrator

If client does not have an active arrest warrant and client is not a sexual offender/perpetrator –Please fill out the rest of the form and contact the HRC for a referral # before transporting.

Client Information (Check All That Apply)	**Current Living Situation:**
☐Weapons search ☐Personal belongings search ☐ID verified / Type:_____ ☐Used alcohol or drugs last 24 hours? ☐Is client on supervised release/probation?_____ ☐Client DOC#_____ ☐Children present? How many_____ For DOC information call (561) 791-4750	☐Sharing housing ☐Substandard housing ☐Camping or sleeps in car ☐Motel/hotel ☐Transient ☐Other:_____ **Contact the HRC to confirm the referral** **Confirmation #**_____

Client Screening – If any of the following are checked, do not transport to the HRC:

Mental Health Screening **Check all that apply:**	**Substance Abuse Screening** **Check all that apply:**	**Medical Physical Screening** **Check all that apply:**
☐Threat to themselves	☐Intoxicated	☐Large open sore/wound
☐Threat to others	☐Severely impaired due to drugs	☐Chest pains/shortness of breath
If any of the above are checked, please transport client to the nearest **Baker Act Facility**	If any of the above are checked, please transport client to the nearest **Substance Abuse Detox Facility**	If any of the above are checked, please transport client to the nearest **Emergency Room for Clearance**

Client:
I understand that I am being transported to the Homeless Resource Center because I want to permanently end my homelessness and this is not an overnight shelter.

_____
Client Signature Date

Transportation Information:
Name of Company:_____

Phone #:_____
Turn Over To:_____

_____
Signature of person transporting

_____
Name of HRC Staff

_____
Date and Time

_____
Signature of HRC Staff verifying handoff

Homeless Resource Center Information Sheet

The major cause of homelessness in the United States is lack of affordable housing.

Process for making referrals to the Homeless Resource Center:

- The Homeless Resource Center (HRC) is a centralized intake/assessment center that offers temporary interim housing for those individuals and families who indicate **they want to end their homelessness.**
- ***The HRC is not an overnight shelter, a food kitchen, a clothing pantry or a place to go for only a few hours.***
- If you approach a person who appears homeless, offer information on services (brochure provided with this form) or if the person would like to **end their homelessness**, offer a referral to the HRC.
- Before filling out the Field Referral Form, perform a NCIC/FCIC check to determine if the individual has an active arrest warrant or if they are a sexual offender/perpetrator. If they are, handle according to your agency policies and do not refer.
- If the individual does not have an active warrant and is not a sexual offender, fill out the Field Referral Form starting with your contact information in the first section of the form.
- Check all that apply regarding Client Information and Current Living Situation.
- To the best of your knowledge, fill out the Client Screening Section. If any of the items are checked, the individual should be referred or transported to the facility type indicated.
- Once the form is completed call the HRC (number to be determined) to confirm the referral and to be given a referral confirmation number. Write the number on the form in the space specified. Indicate to the HRC whether you will be transporting the individual or if you will be calling for transportation and the estimated time of arrival at the HRC.
- Transportation depends on your municipality's procedure. If you are not physically transporting, you must call the pre-arranged transportation company. Fill out the information on the form and have the person that is transporting sign the form indicating that the individual has been turned over to them.
- Sign the form under the Contact Information For Person Making The Referral Section before you hand the form to the HRC personnel or to the transportation company.
- If the individual has personal belongings, make every attempt to transport all of the person's belongings with them.
- Ensure that the individual's personal identification documents are returned to them before transport.

There are a few things you can do to humanize homelessness and de-stigmatize mental illness:

- Make eye contact.
- Pay attention to your language. Use expressions such as "people experiencing homelessness". People who are in this situation are still people first.
- Recognize the value of the person's belongings.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Administration

ITEM #16: Approval of Employee Medical, Dental & Other Benefits (FY 2022 Budget Funded)

SUMMARY: Recently, the Gehring Group, the Village's contracted benefits broker, secured a fair renewal offer with the Village's current insurance carrier, Humana, as well as additional options with lower points for consideration.

Staff recommends that the Village remain with Humana for the sixth year in a row with an alternative design plan at an increase of 11.5% for medical and 0.05% for dental. There will be a slight increase in employee costs (see breakdown below) . The increase is due to both a direct and indirect response to COVID-19. Carriers in the insurance market have increased costs over the last 7-8 months. Therefore, the increase in both employer and employee costs was inevitable. Remaining with Humana is still the most cost-effective option for the Village. Increasing costs now will alleviate the impact in the future.

If approved, the Village would extend the current Agreement for an additional one (1) year term, beginning April 1, 2022 and ending March 31, 2023 for medical, dental and vision benefits. Funding to support the proposed annual premiums is included within the approved FY 2022 Budget (and will be presented for approval within the FY 2023 Budget). 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 Gehring Group and staff recommend the following for your consideration:

Health Insurance - Humana:

- Increase deductible from $250 to $300 (single) and from $500 to $600 (family)
- Emergency Room Charge $250 to $300
- Employee Rate Changes:
  - Employee Only from $15.50 to $17.31
  - Employee + 1 (Spouse or One Child) $48.50 to $53.08
  - Employee + 2 (Spouse + Child or Children) $78.50 to $85.38
  - Employee + 3 or More (Spouse and Children or Children) $98.50 to $109.62
- Continuation of Humana's annual biometric screenings, angio screening and their Go365 wellness platform for employees.
- Employees will still have access to both Quest and LabCorp.
- Maintain current wellness initiatives (i.e., Health Fair, Smoking Cessation, etc.)

- Humana's Premier Network is seamless, meaning that enrolled members can travel outside of the state and access care with an in-network HMO Premier provider.
- Employee Assistance Program (EAP) sessions remain at six (6) sessions
- Humana staff will be available to meet with Village staff

Health Insurance - Teledoc:

- Discontinue services with Teledoc due to low employee usage. The Villages Humana Health plan offers a telehealth service as part of the medical plan.
  Doctor On Demand® is a convenient video consultation platform that provides immediate medical assistance for many conditions.

Dental - Humana:

- 0.5% Increase
- Endodontics (Root Canal Therapy) changed from a Basic Service covered at 80% after deductible to a Major Service at 50% after deductible.

Vision – Humana (Voluntary Product):

- Remains the same

Group Basic Life with AD&D – Mutual of Omaha to The Standard:

- Changing to the standard results in $3000 savings.
- Reduced rates for employees for Long- Term Disability
- Rates are guaranteed for a three (3) year period (scheduled to expire on March 31, 2025).

Group Supplemental (Voluntary) Products:

- No change in employee rates
- The Village will continue to offer various group supplemental products that are voluntary to provide our employees with additional benefits at a lower cost for accident, critical illness and hospital indemnity.
- Existing individual supplemental products may be maintained by employees; however, they will be direct billed (payroll deduction will not be available).
- The Village will offer Pet Insurance (direct billed) and Identity Theft Protection as supplemental products that are voluntary to provide employees with additional benefits at a lower cost

Benefits Administration:

- BenTek – will continue to provide online enrollment benefits for employees and our Human Resources and Finance staff with an administration system that streamlines the enrollment process and provides various reports and audit features to ensure integrity of data between our payroll system and BenTek.
- Third party administrators are recommended to continue to be utilized to assist in monitoring and managing the Village's various federally required benefit programs. These programs are

expected to provide additional compliance/legal support and remove the liability associated with staff handling documents containing protected health information:

1. Family Medical Leave (FMLA) Basic FMLA Ease
2. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Humana
3. Flexible Spending Accounts (FSA) P&A

If approved, enrollment will begin March 7th through March 21st, 2022 as the new plan begins on April 1, 2022.

Note: The Service Employees International Union/Florida Public Services Union (SEIU) and the Palm Beach County Police Benevolent Association (PBA) memberships have been notified of the proposed employee benefit plan changes as well as the recommendation for the upcoming plan year. At this time, we are awaiting the PBA and SEIU approval.

FISCAL IMPACT:

The proposed cost/rates for employee benefit premiums are included within the FY 2022 Budget. Funding will be proposed within the FY 2023 Budget to be considered by the Village Council during the upcoming budget process. 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.

Our employees will continue to be provided with a high level of insurance benefits.

ATTACHMENTS:

1. VPS - Renewal Recommendation Packet 2022

Renewal Recommendation
Plan Year Effective Date: April 1, 2022

March 10, 2022

Prepared by:

GEHRING GROUP®
A DIVISION OF RISK STRATEGIES

3500 Kyoto Gardens Ave.
Palm Beach Gardens, Florida 33410
Telephone: (561) 626-6797
Fax: (561) 626-6970
www.gehringgroup.com

BACKGROUND

The Village of Palm Springs offers group medical, dental, vision, life, dependent life, supplemental life, long-term disability insurance and worksite products to current employees, COBRA participants, retirees and their eligible dependents.

Historically, the Village has issued a Request for Proposal (RFP) to the insurance marketplace each year for medical coverage. Given the status of the medical plan's utilization metrics reflecting an over 100% loss ratio which would not be favorable for a market quote, it was decided not to issue a market solicitation for the 2022/23 plan year. The Gehring Group was able to secure a fair renewal offer from the City's current medical insurance carrier, Humana, as well as additional options with lower price points for consideration.

The Village has been insured with Humana since 2018. The current program consists of a single in-network only open access plan. The average rate increase over a five-year period has been 0.88% and the employee contributions have remained consistent since 2016. The medical plan was enhanced over the years and resulted in a reduced annual deductible and out of pocket maximum as well as the removal of the separate inpatient and outpatient hospital copays, which left room for modifications as needed to sustain the overall cost of the program.

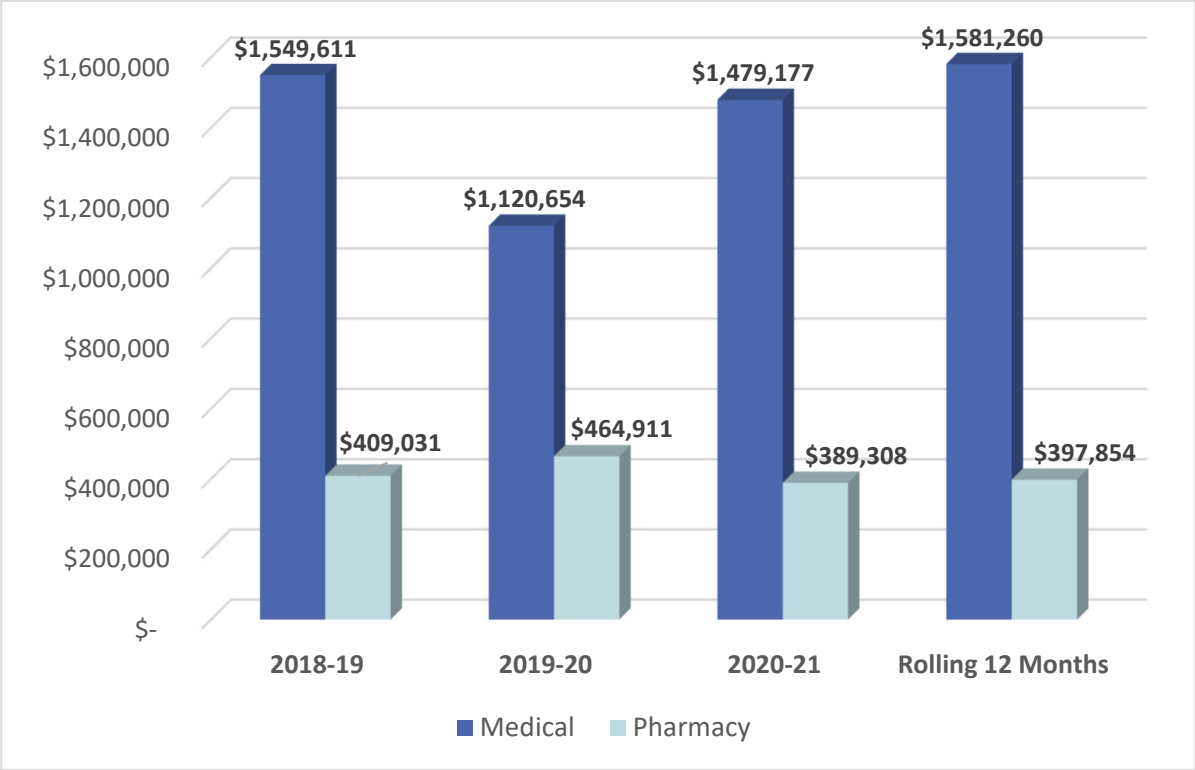
5 Year Medical Insurance Renewal Increase

2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
-8.1%	0.0%	1.0%	0.0%	11.5%

MEDICAL COVERAGE - RENEWAL

The market for medical insurance is currently forecasted at larger than average increases for the 2022/23 plan year, hovering close to 10%. The majority of the increased trend is due to both a direct and indirect response to COVID-19. Many insurance carriers and plans enjoyed below average utilization in 2020 and much of 2021 due to the resurgence of the virus via the Delta variant, which thereby resulted in favorable underwriting and lower than average insurance renewals for the 2021/22 plan year. Since then, all of the major carriers and many of their plan sponsors have seen claims costs increase over the last 7-8 months. Much of this activity comes from plan members accessing pended services, continued COVID claims and related costs, such as coverage for over-the-counter testing and diagnostics as mandated by legislation, and a significant uptick of large claims surmised to be the effect of delayed diagnostics and care.

Exhibit I – Medical & Pharmacy Claims Spend



As the chart above summarizes, costs have returned to pre-COVID levels and are continuing to increase for the aforementioned reasons. All of this lends to a conservative underwriting environment with the estimated cost of reinsurance projected to increase 20-25% for the 2022/23 plan year. Gehring Group was able to secure pricing for an option that modified plan benefits slightly, increasing the deductible $50/$100, still below the market average, and the ER copay by $50 for an 11.5% increase.

The Gehring Group also provided alternative cost sharing scenarios for review and consideration as the cost of insurance to employees has not changed since 2016, however the Village has absorbed increases over the years. The cost sharing alternative resulted in a $40,000 savings with only a maximum of a $10.12 increase to per pay period employee contributions.

Humana also offers the Go365 wellness program to eligible employees and dependents. Humana's renewal proposal also includes a wellness fund of $20,000.
The Teladoc program is a separate offering and will no longer be offered to employees as the Humana plan provides for telemedical services at the same cost as a standard physician office visit.

DENTAL COVERAGE RENEWAL

In addition to the medical insurance, group dental insurance is offered to employees and dependents through Humana. The current dental program consists of a fully insured Preferred Provider Organization (PPO) which provides benefits regardless of the dentist's participation in the network. Humana's renewal for the current plan was negotiated to a 4% increase with no plan changes. An alternate plan design was provided for consideration that moves the service category for Endodontics (root canal therapy) from Basic to Major. This change provided for a 3.5% savings for an overall renewal increase of 0.5% and impacted only 5% of claims.

VISION COVERAGE RENEWAL

The Village also offers a vision plan through Humana. This benefit is 100% paid by the employees through payroll deductions. The current plan is structured with a $10 exam copay and $15 materials copay. The current plan also provides a $130 allowance toward the purchase of frames and contacts at participating providers. The Village has been insured with Humana for vision since 2020. The plan is currently in rate guarantee until 2023.

BASIC GROUP LIFE INSURANCE RENEWAL

The Village's current life and disability carrier, Mutual of Omaha, was unable to renew the policy at a reasonable adjustment to premiums. As a result, the Gehring Group marketed this and the corresponding lines of coverage to gauge market competitiveness. The RFP provided for several cost saving options, with the Standard providing the most competitive offer with rates below current, resulting in a nearly $3,000 savings guaranteed for 3 years until 2025.

VOLUNTARY GROUP LIFE INSURANCE RENEWAL

In addition to basic life coverage provided by the Village, employees and spouses have the option to purchase additional life insurance on a voluntary basis.

The Standard's voluntary life insurance plan similarly allows employees to purchase supplemental life insurance in increments of $10,000 to a maximum amount of five times their annual salary or $300,000, with an increased Guaranteed Issue amount of $250,000. Additionally, the plan allows spouses to purchase increments of $5,000 up to a maximum of $100,000. Voluntary life rates are determined by employees' and spouses' ages. Now children from birth to twenty-six years old are covered for a $10,000 benefit at a reduced rate until 2025.

VOLUNTARY LONG TERM DISABILITY INSURANCE RENEWAL

Employees also have the option of purchasing long-term disability coverage on a voluntary basis through. The Standard's voluntary long-term disability plan allows employees to purchase long-term disability coverage in increments of $100 to a maximum amount of 60% of their monthly salary or $6,000. The rates quoted in the RFP are significantly lower and are guaranteed until 2025.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The current employee assistance program is sponsored by the Village and is offered through Humana to all employees and their family members. The Employee Assistance Program provides confidential assistance with the daily stressors of life and work. Employees, dependents and household members are currently offered six face to face sessions (per issue). Humana's renewal came in at no change to annual costs for this program.

RECOMMENDATION SUMMARY

Medical & Prescription Drug – Gehring Group and staff recommend renewing with Humana with the alternative plan design at an 11.5% increase. The offer includes a wellness budget of $20,000 as well as access to the Go365 online wellness platform and an assigned wellness coordinator to support the Village in planning and initiatives.

Dental Insurance – Gehring Group and staff recommend renewing with Humana with the alternative plan design at a 0.5% increase.

Vision Insurance – Gehring Group and staff recommend honoring the current Humana vision plan with no change to the rates in guarantee until 2023. This is a voluntary product offered to employees through payroll deduction.

Basic Group Life and Voluntary Life – Gehring Group and staff recommend transitioning coverage to the Standard for a 21% savings with no changes to benefits.

Long-Term Disability Insurance - Gehring Group and staff recommend transitioning coverage to the Standard with reduced rates for employees.

Employee Assistance Program - Gehring Group and staff recommend renewing the current plan with Humana at no change to annual premium.

EXHIBITS

Village of Palm Springs
Medical Insurance Evaluation
Effective Date: April 1, 2022

GEHRING GROUP
A DIVISION OF RISK STRATEGIES

		Current	Renewal	Alternate Renewal
Carrier		**Humana**	**Humana**	**Humana**
Plan Name / Network		**HMO Premier Open Access 16 Copay**	**HMO Premier Open Access 16 Copay**	**HMO Premier Open Access 16 Copay**
Calendar Year Deductible (CYD)		In-Network	In-Network	In-Network
Single		$250	$250	**$300**
Family		$500	$500	**$600**
Out of Pocket Maximum				
Single		$5,000	$5,000	$5,000
Family		$10,000	$10,000	$10,000
Coinsurance		0%	0%	0%
Office Visits				
Primary Care Physician		$25	$25	$25
Specialist Physician		$40	$40	$40
Preventive Services		No Charge	No Charge	No Charge
Urgent Care Center		$40	$40	$40
Independent Testing Facility		Quest & LabCorp	Quest & LabCorp	Quest & LabCorp
Lab / X-Ray		No Charge / No Charge	No Charge / No Charge	No Charge / No Charge
Advanced Imaging - CT, PET, MRI		No Charge after CYD	No Charge after CYD	No Charge after CYD
Hospital Services				
Inpatient Hospital		No Charge after CYD	No Charge after CYD	No Charge after CYD
Outpatient Hospital		No Charge after CYD	No Charge after CYD	No Charge after CYD
Physician Services at Hospital		No Charge after CYD	No Charge after CYD	No Charge after CYD
Emergency Room		$250	$250	**$300**
Mental Health/Substance Abuse				
Inpatient Hospital Services		No Charge after CYD	No Charge after CYD	No Charge after CYD
Outpatient Services (Per Visit)		No Charge	No Charge	No Charge
Outpatient Office Visit		$25	$25	$25
Prescription Drugs				
Tier 1		$10	$10	$10
Tier 2		$40	$40	$40
Tier 3		$60	$60	$60
Specialty		25% - 35% coinsurance	25% - 35% coinsurance	25% - 35% coinsurance
Mail Order		2.5x Retail	2.5x Retail	2.5x Retail
Rates	**Lives**			
Employee	80	$607.66	$692.12	$677.54
Employee + Spouse	21	$1,270.00	$1,446.53	$1,416.05
Employee + Child(ren)	26	$1,204.17	$1,371.55	$1,342.65
Employee + Family	39	$1,829.06	$2,083.30	$2,039.40
Monthly Premium	**166**	**$177,925**	**$202,656**	**$198,386**
Annual Premium		**$2,135,095**	**$2,431,873**	**$2,380,629**
$ Increase/Decreas		**N/A**	**$296,778**	**$245,534**
% Increase/Decrease		**N/A**	**13.9%**	**11.5%**

Village of Palm Springs
Dental Insurance Evaluation
Effective Date: April 1, 2022

GEHRING GROUP®
A DIVISION OF RISK STRATEGIES

		Current		Negotiated Renewal		Alternate Renewal	
SCHEDULE OF BENEFITS		**Humana Traditional Preferred with Extended Annual Max**		**Humana Traditional Preferred with Extended Annual Max**		**Humana Traditional Preferred with Extended Annual Max**	
Plan Basics		***In-Network***	***Non-Network***	***In-Network***	***Non-Network***	***In-Network***	***Non-Network***
Calendar Year Maximum		$1,000		$1,000		$1,000	
Preventive Services Waived from Plan Annual Maximum?		Yes		Yes		Yes	
Annual Deductible							
Single		$50	$50	$50	$50	$50	$50
Family		$150	$150	$150	$150	$150	$150
Deductible Waived for Preventive Services?		Yes		Yes		Yes	
Preventive & Diagnostic							
Routine Oral Exam		No Charge - 3X		No Charge - 3X		No Charge - 3X	
Teeth Cleaning		No Charge - 3X		No Charge - 3X		No Charge - 3X	
Full Mouth/Panoramic X-Rays		No Charge - 1X per 5YR		No Charge - 1X per 5YR		No Charge - 1X per 5YR	
Basic							
Amalgam Fillings		80% after CYD	80% after CYD	80% after CYD	80% after CYD	80% after CYD	80% after CYD
Simple Extractions		80% after CYD	80% after CYD	80% after CYD	80% after CYD	80% after CYD	80% after CYD
Endodontics		80% after CYD	80% after CYD	80% after CYD	80% after CYD	**Covered as Major, 50% after CYD**	**Covered as Major, 50% after CYD**
Periodontal Scaling		80% after CYD	80% after CYD	80% after CYD	80% after CYD	80% after CYD	80% after CYD
Major							
Full or Partial Dentures		50% after CYD	50% after CYD	50% after CYD	50% after CYD	50% after CYD	50% after CYD
Crowns		50% after CYD	50% after CYD	50% after CYD	50% after CYD	50% after CYD	50% after CYD
Orthodontia (Up to Age 19)							
Benefit		50% after CYD		50% after CYD		50% after CYD	
Lifetime Maximum		$2,000		$2,000		$2,000	
Service Information							
Out of Network Benefits Payable Level*		U&C (MAF)		U&C (MAF)		U&C (MAF)	
Waiting Period		None		None		None	
Rate Guarantee	Lives	**Expires 3/31/2022**		**Expires 3/31/2023**		**Expires 3/31/2023**	
Employee	85	$21.35		$22.20		$21.46	
Employee + Spouse	21	$42.69		$44.40		$42.90	
Employee + Child(ren)	26	$67.01		$69.69		$67.35	
Employee + Family	39	$91.33		$94.98		$91.79	
Monthly Premium	**171**	**$8,015**		**$8,336**		**$8,056**	
Annual Premium		**$96,184**		**$100,027**		**$96,671**	
$ Increase/Decrease		**N/A**		**$3,842**		**$486**	
% Increase/Decrease		**N/A**		**4.0%**		**0.5%**	

**Out of Network Benefits May Be Subject to Balance Billing*

Rates are estimated based on overall increase percentage shared by Humana

Rates are estimated based on overall increase percentage shared by Humana

Village of Palm Springs
Vision Insurance Evaluation
Effective Date: April 1, 2022

GEHRING GROUP
A DIVISION OF RISK STRATEGIES

		Current/Renewal	
Carrier		**Humana**	
Network		**Humana Insight Network**	
Copays			
Exam		$10	
Materials		$15	
Frequency			
Exam		12 Months	
Lenses		12 Months	
Frames		24 Months	
Benefits Payable		Copay	Reimbursement
Eye Exam		$10	Up to $30
Single Lenses		$15	Up to $25
Bifocal Lenses		$15	Up to $40
Trifocal Lenses		$15	Up to $60
Frames		Allowance	Reimbursement
Frames		$130, 20% off Balance	Up to $65
Contacts			
Contact Lenses (Elective)		$130 Allowance	Up to $104
Contact Lenses (Medically Necessary)		No Charge	Up to $200
Contact Lens (Fitting and Follow Up)		Up to $40 Copay	N/A
Rate Guarantee		Expires 3/31/2023	
Employee	54	$4.60	
Employee + Spouse	19	$9.20	
Employee + Child(ren)	15	$10.32	
Employee + Family	18	$15.30	
Monthly Premium	**106**	**$853**	
Annual Premium		**$10,241**	
$ Increase/Decrease		**N/A**	
% Increase/Decrease		**N/A**	

Village of Palm Springs
Basic Life Insurance Renewal Evaluation
Effective Date: April 1, 2022

GEHRING GROUP®
A DIVISION OF RISK STRATEGIES

		Current	Renewal	Alternate Option
Basic Life / AD&D		**Mutual of Omaha**	**Mutual of Omaha**	**The Standard**
Benefits				
Eligibility		All Active Employees Working 40 Hours Per Week	All Active Employees Working 40 Hours Per Week	All Active Employees Working 40 Hours Per Week
Class 1: Active Employees		$50,000	$50,000	$50,000
Class 2: Retirees		$5,000	$5,000	$5,000
Guarantee Issue		Class 1: $50,000 Class 2: $5,000	Class 1: $50,000 Class 2: $5,000	Class 1: $50,000 Class 2: $5,000
Dependent Basic Life Benefit		Spouse - $2,000 Child (6 Months to 26 Years) - $1,000 Child (14 Days-6 Months) - $500	Spouse - $2,000 Child (6 Months to 26 Years) - $1,000 Child (14 Days-6 Months) - $500	Spouse - $2,000 Child (**Live Birth** to 26 Years) - $1,000
Accidental Death & Dismemberment (Class 1)		Equal to Basic Term Life	Equal to Basic Term Life	Equal to Basic Term Life
Benefit Reduction Schedule for Class 1 (Reduces to)		None	None	None
Features				
Waiver of Premium		Class 1: Included Class 2: Excluded	Class 1: Included Class 2: Excluded	Class 1: Included Class 2: Excluded
Conversion Privilege		Class 1: Included Class 2: Included	Class 1: Included Class 2: Included	Class 1: Included Class 2: Included
Accelerated Death Benefit		Class 1: Included Class 2: Included	Class 1: Included Class 2: Included	Class 1: Included **Class 2: Excluded**
Rate Guarantee Period		**3/31/2022**	**3/31/2024**	**3/31/2025**
Rates per $1,000 or Unit	**Lives / Volume**			
Spouse & Child Rate / Family Unit	84	$0.600	$0.600	$0.600
Class 1 - Basic Life Rate / $1,000	$9,750,000	$0.090	$0.250	$0.060
Class 2 - Basic Life Rate / $1,000	$135,000	$0.090	$0.250	$0.060
Class 1 - AD&D Rate / $1,000	$9,750,000	$0.020	$0.020	$0.026
Total Monthly Premium		**$1,135**	**$2,717**	**$897**
Total Annual Premium		**$13,621**	**$32,600**	**$10,764**
$ Increase/Decrease		**N/A**	**$18,979**	**-$2,857**
% Increase/Decrease		**N/A**	**139.3%**	**-21.0%**

Village of Palm Springs
Supplemental Life Insurance Renewal Evaluation
Effective Date: April 1, 2022

GEHRING GROUP®
A DIVISION OF RISK STRATEGIES

	Current	Renewal	Alternate Option
Sechedule of Benefits	**Mutual of Omaha**	**Mutual of Omaha**	**The Standard**
Core Benefit			
Eligibility	All Active Employees Working 40 Hours per Week	All Active Employees Working 40 Hours per Week	All Active Employees Working 40 Hours per Week
Employee Benefit	Increments of $10,000 Maximum of 5x Salary or $300,000	Increments of $10,000 Maximum of 5x Salary or $300,000	Increments of $10,000 Maximum of 5x Salary or $300,000
All Eligible Spouses	Increments of $5,000, $100,000 Maximum *Not to Exceed 100% of Employee Amount*	Increments of $5,000, $100,000 Maximum *Not to Exceed 100% of Employee Amount*	Increments of $5,000, $100,000 Maximum *Not to Exceed 100% of Employee Amount*
All Eligible Child(ren)	14 Days to 26 Years: $10,000	14 Days to 26 Years: $10,000	**Live Birth** to 26 Years: $10,000
Features			
Guarantee Issue Employee	5X Salary, up to $100,000	5X Salary, up to $100,000	**$250,000**
Guarantee Amount Spouse	$30,000	$30,000	$30,000
Spouse Rate Calculation (EE or SP Age?)	Employee's Age	Employee's Age	Employer can choose EE or SP's Age
Benefit Reduction Schedule (Reduces to)	65% at Age 65 40% at Age 70 25% at Age 75	65% at Age 65 40% at Age 70 25% at Age 75	65% at Age 65 40% at Age 70 25% at Age 75
Waiver of Premium	Included	Included	Included
Portability & Conversion	Included	Included	Included
Participation Requirement	25% of Eligible Employees	25% of Eligible Employees	20% of Eligible Employees
Rate Guarantee Period	**3/31/2022**	**3/31/2024**	**3/31/2025**
Rates per $1,000			
Up to Age 29	$0.090	$0.090	$0.090
Age 30 - 34	$0.100	$0.100	$0.100
Age 35 - 39	$0.140	$0.140	$0.140
Age 40 - 44	$0.220	$0.220	$0.220
Age 45 - 49	$0.370	$0.370	$0.370
Age 50 - 54	$0.550	$0.550	$0.550
Age 55 - 59	$0.820	$0.820	$0.820
Age 60 - 64	$1.350	$1.350	$1.350
Age 65 - 69	$2.440	$2.440	$2.440
Age 70 - 74	$3.450	$3.450	$3.450
Age 75-79	$7.450	$7.450	$7.450
Age 80-100	$7.450	$7.450	$7.450
Child Life	$0.200	$0.200	**$0.170**
AD&D	$0.030	$0.030	$0.030
Child AD&D	$0.030	$0.030	$0.030

Village of Palm Springs
Voluntary Long Term Disability Insurance Evaluation
Effective Date: April 1, 2022

GEHRING GROUP®
A DIVISION OF RISK STRATEGIES

	Current	Renewal	Alternate Option
Schedule of Benefits	**Mutual of Omaha**	**Mutual of Omaha**	**The Standard**
Eligibility	All Active Employees Working 40 Hours Per Week	All Active Employees Working 40 Hours Per Week	All Active Employees Working 40 Hours Per Week
Elimination Period	Later of: 90 Days or Date Short-Term Disability Ends	Later of: 90 Days or Date Short-Term Disability Ends	90 Days
Monthly Benefit	60% of Monthly Earnings	60% of Monthly Earnings	60% of Monthly Earnings
Maximum Monthly Benefit	$6,000	$6,000	$6,000
Minimum Monthly Benefit	$100	$100	$100
Own Occupation	24 Months	24 Months	24 Months
Maximum Benefit Period	RBD to SSNRA	RBD to SSNRA	SSNRA
Waiver of Premium	Included	Included	Included
Mental Illness Limitation	24 months	24 months	24 months
Drug and Alcohol Limitation	24 months	24 months	24 months
Pre-Existing Condition Limitation	3/12	3/12	3/12
Evidence of Insurability Required for Timely Entrants?	No	No	No
Minimum Participation	22% of Eligible Employees	22% of Eligible Employees	25% of Eligible Employees
Rate Guarantee Period	**3/31/2022**	**3/31/2024**	**3/31/2025**
Rates Per $100 of covered payroll			
Under 25	$0.180	$0.180	**$0.150**
Age 25-29	$0.180	$0.180	**$0.150**
Age 30 - 34	$0.260	$0.260	**$0.220**
Age 35 - 39	$0.380	$0.380	**$0.320**
Age 40 - 44	$0.530	$0.530	**$0.450**
Age 45 - 49	$0.960	$0.960	**$0.820**
Age 50 - 54	$1.270	$1.270	**$1.080**
Age 55 - 59	$1.770	$1.770	**$1.500**
Age 60 - 64	$1.570	$1.570	**$1.330**
Age 65 - 69	$0.960	$0.960	**$0.820**
Age 70 - 99	$0.620	$0.620	**$0.530**

Village of Palm Springs
Employee Assistance Program
Effective Date: April 1, 2022

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Current	Renewal
	Humana	**Humana**
Number of Sessions	6 Sessions	6 Sessions
Dependents Coverage	Covers all household members	Covers all household members
Manager & Supervisor Training	Training programs and one-hour seminars are available via on-site presentations, webinars, and teleconferences.	Training programs and one-hour seminars are available via on-site presentations, webinars, and teleconferences.
Comprehensive Reporting	Quarterly as Requested	Quarterly as Requested
Mandatory Management Referral	Included	Included
Critical Incident Briefing (Telephonic)	Included	Included
Telehealth Features	Unlimited telephone consultation	Unlimited telephone consultation
Legal/Financial Services	30 Minute Consultations with Attorneys and Financial Couselors	30 Minute Consultations with Attorneys and Financial Couselors
Rate Guarantee Period	**3/31/2022**	**3/31/2023**
PEPM **175**	**$0.66**	**$0.66**
Monthly Premium	**$116**	**$116**
Annual Premium	**$1,386**	**$1,386**
$ Increase / (Decrease)	**N/A**	**$0**
% Increase / (Decrease)	**N/A**	**0.0%**

GEHRING GROUP
A DIVISION OF RISK STRATEGIES

Village of Palm Springs
Employee Benefits Executive Summary - Alternate Medical Contributions and Alternate Dental Plan
Effective: April 1, 2022

		Current				Renewal			
		Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly	Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly
Medical Insurance			*Humana - $250/$500 CYD*				*Humana - $300/$600 CYD*		
Employee Only	*80*	$607.66	$67.17	**$15.50**	$540.49	$677.54	$75.00	**$17.31**	$602.54
Employee + 1 Dep (Spouse)	*21*	$1,270.00	$210.17	**$48.50**	$1,059.83	$1,416.05	$230.00	**$53.08**	$1,186.05
Employee + 1 Dep (Child)	*15*	$1,204.17	$210.17	**$48.50**	$994.00	$1,342.65	$230.00	**$53.08**	$1,112.65
Employee + 2 Deps (Children)	*10*	$1,204.17	$340.17	**$78.50**	$864.00	$1,342.65	$370.00	**$85.38**	$972.65
Employee + 2 Deps (Spouse + 1 Child)	*18*	$1,829.06	$340.17	**$78.50**	$1,488.89	$2,039.40	$370.00	**$85.38**	$1,669.40
Employee + 3 or More (Children)	*1*	$1,204.17	$426.83	**$98.50**	$777.34	$1,342.65	$475.00	**$109.62**	$867.65
Employee + 3 or More (Spouse and Children)	*21*	$1,829.06	$426.83	**$98.50**	$1,402.23	$2,039.40	$475.00	**$109.62**	$1,564.40
Monthly Premium	***166***	**$177,925**	**$31,854**		**$146,070**	**$198,386**	**$35,090**		**$163,296**
Annual Premium		**$2,135,095**	**$382,252**		**$1,752,843**	**$2,380,629**	**$421,080**		**$1,959,549**
Total $ Increase/Decrease		**N/A**	**N/A**		**N/A**	**$245,534**	**$38,828**		**$206,706**
Total % Increase/Decrease		**N/A**	**N/A**		**N/A**	**11.5%**	**10.2%**		**11.8%**
Dental Insurance			*Humana*				*Humana*		
Employee Only	*85*	$21.35	$0.00	**$0.00**	$21.35	$21.46	$0.00	**$0.00**	$21.46
Employee + 1 Dep (Spouse)	*21*	$42.69	$0.00	**$0.00**	$42.69	$42.90	$0.00	**$0.00**	$42.90
Employee + 1 Dep (Child)	*15*	$67.01	$0.00	**$0.00**	$67.01	$67.35	$0.00	**$0.00**	$67.35
Employee + 2 Deps (Children)	*10*	$67.01	$0.00	**$0.00**	$67.01	$67.35	$0.00	**$0.00**	$67.35
Employee + 2 Deps (Spouse + 1 Child)	*18*	$91.33	$0.00	**$0.00**	$91.33	$91.79	$0.00	**$0.00**	$91.79
Employee + 3 or More (Children)	*1*	$67.01	$0.00	**$0.00**	$67.01	$67.35	$0.00	**$0.00**	$67.35
Employee + 3 or More (Spouse and Children)	*21*	$91.33	$0.00	**$0.00**	$91.33	$91.79	$0.00	**$0.00**	$91.79
Monthly Premium	***171***	**$8,015**	**$0**		**$8,015**	**$8,056**	**$0**		**$8,056**
Annual Premium		**$96,184**	**$0**		**$96,184**	**$96,671**	**$0**		**$96,671**
Total $ Increase/Decrease		**N/A**	**N/A**		**N/A**	**$486**	**$0**		**$486**
Total % Increase/Decrease		**N/A**	**N/A**		**N/A**	**0.5%**	**0.0%**		**0.5%**
Vision Insurance			*Humana (12 pay periods)*				*Humana (12 pay periods)*		
Employee Only	*54*	$4.60	$4.60	**$4.60**	$0.00	$4.60	$4.60	**$4.60**	$0.00
Employee + Spouse	*19*	$9.20	$9.20	**$9.20**	$0.00	$9.20	$9.20	**$9.20**	$0.00
Employee + Children	*15*	$10.32	$10.32	**$10.32**	$0.00	$10.32	$10.32	**$10.32**	$0.00
Employee + Family	*18*	$15.30	$15.30	**$15.30**	$0.00	$15.30	$15.30	**$15.30**	$0.00
Monthly Premium	***106***	**$853**	**$853**		**$0**	**$853**	**$853**		**$0**
Annual Premium		**$10,241**	**$10,241**		**$0**	**$10,241**	**$10,241**		**$0**
Total $ Increase/Decrease		**N/A**	**N/A**		**N/A**	**$0**	**$0**		**$0**
Total % Increase/Decrease		**N/A**	**N/A**		**N/A**	**0.0%**	**0.0%**		**0.0%**

Village of Palm Springs
Employee Benefits Executive Summary - Alternate Medical Contributions and Alternate Dental Plan
Effective: April 1, 2022

	Current				Renewal			
	Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly	Total	Employee Monthly	Employee Per Pay (52)	Employer Monthly
Basic Life and AD&D		*Mutual of Omaha*				*The Standard*		
Basic Life/$1,000	$0.090	$0.000	**$0.000**	$0.090	$0.060	$0.000	**$0.000**	$0.060
AD&D/$1,000	$0.020	$0.000	**$0.000**	$0.020	$0.026	$0.000	**$0.000**	$0.026
Estimated Volume (Life)	$9,885,000	$0		$9,885,000	$9,885,000	$0		$9,885,000
Estimated Volume (AD&D)	$9,750,000	$0		$9,750,000	$9,750,000	$0		$9,750,000
Monthly Premium	**$1,085**	**$0**		**$1,085**	**$847**	**$0**		**$847**
Annual Premium	**$13,016**	**$0**		**$13,016**	**$10,159**	**$0**		**$10,159**
$ Increase/Decrease	**N/A**	**N/A**		**N/A**	**-$2,857**	**$0**		**-$2,857**
% Increase/Decrease	**N/A**	**N/A**		**N/A**	**-21.9%**	**0.0%**		**-21.9%**
Dependent Basic Life		*Mutual of Omaha*				*The Standard*		
Dependent Life/Family Unit	$0.600	$0.000	**$0.000**	$0.600	$0.600	$0.000	**$0.000**	$0.600
Estimated Units	84	0	**0**	84	84	0	**0**	84
Monthly Premium	**$50**	**$0**		**$50**	**$50**	**$0**		**$50**
Annual Premium	**$605**	**$0**		**$605**	**$605**	**$0**		**$605**
$ Increase/Decrease	**N/A**	**N/A**		**N/A**	**$0**	**$0**		**$0**
% Increase/Decrease	**N/A**	**N/A**		**N/A**	**0.0%**	**0.0%**		**0.0%**
EAP		*Humana (6 Sessions)*				*Humana (6 Sessions)*		
	$0.66	$0.00	**$0.00**	$0.66	$0.66	$0.00	**$0.00**	$0.66
Monthly Premium *175*	**$116**	**$0**		**$116**	**$116**	**$0**		**$116**
Annual Premium	**$1,386**	**$0**		**$1,386**	**$1,386**	**$0**		**$1,386**
$ Increase/Decrease	**N/A**	**N/A**		**N/A**	**$0**	**$0**		**$0**
% Increase/Decrease	**N/A**	**N/A**		**N/A**	**0.0%**	**0.0%**		**0.0%**
Total Annual Premium	**$2,256,527**	**$392,493**		**$1,864,034**	**$2,499,691**	**$431,321**		**$2,068,370**
$ Increase/Decrease	**N/A**	**N/A**		**N/A**	**$243,164**	**$38,828**		**$204,336**
% Increase/Decrease	**N/A**	**N/A**		**N/A**	**10.8%**	**9.9%**		**11.0%**

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Administration

ITEM #17: Approve Agent Record–Employee Benefit Broker Services Agreement – Piggyback (Renewal) – The Gehring Group, Inc.

SUMMARY: The Village uses a consultant to help with selecting providers for all employee benefits (i.e., health insurance, dental insurance, vision coverage, and other ancillary products). Currently, the Village utilizes Gehring Group to provide these essential employee benefits, and the existing three (3) year contract will expire on March 31, 2022.

To ensure the lowest possible price, the staff recommended the Village piggyback the current City of Oakland Park contract awarded to Gehring Group, Inc. This selection by the City of Oakland Park was completed through a competitive selection process - Group Benefits Consultant/Agent of Record - (RFP #052716).

If approved, the Village would accept Gehring Group Employee Insurance pricing by piggybacking the City of Oakland Park's contract, including all terms, conditions, and pricing therein. The term of the proposed agreement, if approved, would expire on November 4, 2022, and provides for two (2) one (1) year renewal options. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: A flat annual consulting fee (equal to the estimated commission) will remain the same at $30,000 ($7,500 quarterly).

Village Purchasing Code, Section 58-9: "Contracts with 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 contact; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed agreement was prepared by the Village Attorney and reviewed by the Interim HR Director, the HR Manager, and Finance Director.

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

FISCAL IMPACT:

Funding to support this service is available within the FY 2022 Budget - General Fund and Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: A flat annual consulting fee (equal to the estimated commission) will remain the same at $30,000 ($7,500 quarterly).

ATTACHMENTS:

1. City of Oakland Park - Agent of Record Agreement 2020 thru November 4, 2022 - Fully Executed
2. City of Oakland Park - Request for Proposal #052716 - Agent of Records Benefits Consultant - Response
3. City of Oakland Park Contract - Piggyback for Insurance Services with Gehring Group
4. Palm Springs - Gehring Group - Piggyback Letter

CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Employees Benefits Agent of Record (AOR)

This AGREEMENT, made this 5 day of November, 2020, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and the Gehring Group, located in Palm Beach County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services identified in the City Request for Proposal #052716 Scope of Services and further identified in CONTRACTOR's proposal of May 27, 2016.

All terms, conditions, and provisions of the Request for Proposal #052716 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Agreement shall be for a two year period and the City, acting through the City Manager or his/her designee, will have the option to extend such agreement for up to one additional two-year periods upon satisfactory performance by the consultant, and terms and conditions mutually agreed upon.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Request for Proposal ##052716 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI
Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII
Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee Shrout , City Clerk

David Hebert, City Manager

(SEAL)

WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)

The Gehring Group, Inc.

By: CONTRACTOR

Kurt N. Gehring, President & CEO

ADDRESS:
4200 Northcorp Parkway
Suite 185
Palm Beach Gardens, FL 33410

PHONE: (561)626-6797

CITY OF OAKLAND PARK

RFP # 052716
GROUP BENEFITS CONSULTANT/ AGENT OF RECORD

DUE DATE:
FRIDAY, MAY 27, 2016 @ 2:30 P.M.

Submitted by:

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

11505 Fairchild Gardens Avenue, Suite 202
Palm Beach Gardens, Florida 33410
(561) 626-6797
(800) 244-3696 / (561) 626-6970 – Fax
www.gehringgroup.com

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GEHRING GROUP
PROFESSIONAL SERVICES

May 24, 2016

City of Oakland Park
Financial Services/Purchasing Division
3650 NE 12th Ave.
Oakland Park, FL 33334

Re: RFP # 052716 – Group Benefits Consultant / Agent of Record

Dear Committee Member:

Gehring Group is pleased to provide this response to the City of Oakland Park's Request for Proposal for Group Benefits Consultant/Agent of Record. As the current Employee Benefits Consultant/Agent, we welcome the opportunity to submit this response in the hope of continuing our mutually successful relationship with the City. Through our extensive experience as Consultant/Agent for over 80 Florida public sector entities, we are confident that our firm will continue to offer the City efficiencies, value added services, in-depth public sector experience, and an unparalleled service standard with the goal of not merely meeting the City's needs, but exceeding the City's expectations.

Gehring Group has enjoyed a long-standing and excellent relationship with the City during the past five years; having guided the City proactively in identifying and modifying its overall benefits program and administrative processes in order to achieve efficiencies and capitalize on cost saving opportunities. While serving in our capacity as Consultant and Broker for the City's employee benefits programs, some of these proactive solutions and services provided have included:

- Over the course of five years; the Gehring Group has negotiated over $1.4 million in savings in premium costs with carriers without significantly changing the core benefits; even while carrier trend (medical inflation) factors were in the double digits for the local market.
- Negotiating a "no increase" for the City's dental and vision programs for the past five years with not plan changes.
- Gehring Group provided for and oversaw the implementation of BenTek®, a paperless online employee benefits enrollment and administration system (valued at $30,000 per year). In addition to soft dollar savings associated with the efficiencies gained during the open enrollment, eligibility update reporting, and administration process. BenTek includes unique audit capabilities that allow the administrator to easily identify real time discrepancies between eligibility and payroll deductions – resulting in not only the saving of reconciliation time, but also ensuring the employee portion of any premiums is also collected.
- The review of all health plans and policies to ensure compliance with the previously and currently implemented guidelines and changes pursuant to Health Care Reform Acts of 2010 (ACA/PPACA); as well as planning for the regulations set to be effective in the upcoming years including EEOC and ADA wellness plan guidelines.
- Facilitating the selection of a vendor to provide 1094/1095 IRS Reporting.
- Providing Health Care Reform education and training resources including the Gehring Group Client Portal, client seminars and webinars, and group meetings.
- Preparation of custom communication pieces to effectively educate employees and retirees of their benefit plan offerings; providing an additional resource to City staff.

- Advocating for employees regarding complex claim issues and appeals, assisting them through resolution.
- Attendance at all meetings, as requested.
- Assisting the City with the coordination of the implementation of Health and Wellness Programs along with negotiating Vitality through Humana and a renewal rate increase cap based upon plan performance.

Gehring Group's core services have been designed to meet and exceed those requested in the Scope of Services outlined in the RFP. We provide sophisticated solutions to complex problems and utilize technology and administrative capabilities to assist our clients in gaining efficiencies and develop long range strategies to conform to the entity's overall financial goals.

Gehring Group has specialized in serving the public sector for over twenty years and currently places over $600 million in insurance premium annually, including the health plans for each of more than 80 Florida public sector organizations. We employ the highest caliber industry staff and remain committed to ongoing training for both our staff and our clients as the insurance marketplace transforms through the implementation of the Health Care Reform Acts. In addition, our extensive public sector experience and expertise affords us the ability and experience to provide benchmarking studies, and related case study comparatives for consideration. With a centralized, rather than decentralized analytics team, we are able to collaborate and negotiate in an informed and experienced concurrent manner in order to achieve the most cost savings and greatest results for our clients. As you will note while reading through our proposal, Gehring Group does not employ a "silo" structure, dedicating the monies ordinarily paid in commissions to a commissioned salesperson, instead into value added services for our clients.

As one of the top producing brokers/consultants for public sector entities throughout the state, our firm also has the distinct honor of participating in the agent advisory councils of some of the top carriers in the state include Florida Blue and CIGNA HealthCare. This provides us with considerable leverage during client negotiations. We have also received additional recognitions and have been named a Florida Blue BlueDiamond Producer, CIGNA HealthCare Platinum Broker, and United Healthcare Advantage Gold membership. These strong carrier relationships allow us to effectively negotiate and implement innovative and cost saving measures. We represent all carriers and hold no interest or ownership in any insurer or TPA; therefore, emphasizing our independent status. In addition, Gehring Group can bring additional options to the City for consideration such as the Florida League of Cities municipal insurance trust.

In summary, Gehring Group meets and exceeds the minimum requirements of the RFP, and we are confident that we can continue to provide the City with additional value and exceptional services. Our approach to the business is detailed in this proposal, coupled with our extensive public sector experience, familiarity with applicable regulations, market relationships, and enthusiasm make us the broker of choice. We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional required clarification upon review of this proposal's contents.

Sincerely,

Kurt Gehring, CEO

TAB A: EXPERIENCE

EXPERIENCE: Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in this RFP, which have been satisfactorily completed or managed.

1. **Parent company name, home office business address, business telephone number, facsimile number, and email address; local business address, telephone number, facsimile number, and email address. If you are proposing for a subsidiary of the parent company, please provide above information for the subsidiary.**

   Gehring Group is incorporated as a Florida S-Corporation. There is no applicable parent company, and the firm is not a subsidiary. Gehring Group's contact information is as follows:

Company Name:	The Gehring Group, Inc.
Business Address:	11505 Fairchild Gardens Ave., Ste. 202 Palm Beach Gardens, FL 33410
Telephone:	Toll Free: (800) 244-3696 or (561) 626-6797
Facsimile:	(561) 626-6970
Email:	cindy.thompson@gehringgroup.com

2. **Briefly describe your firm's history, particularly your employee benefits division, number of employees and years in existence. List all Florida Public/Private sector clients which your firm has provided employee benefits services from 2006. Provide:**
   - **Date contract began**
   - **Date contract ended or if on-going please state so**

   HISTORY OF FIRM

   Kurt Gehring founded the Gehring Group in 1992 with the intention of providing year-round benefits consulting and advisory services to clients, in addition to expert negotiations and renewals. With experience working for national insurance companies, he had observed firsthand the challenges employers faced on a daily basis regarding their benefit programs and observed many departments in need of enrollment assistance, employee education, claims servicing, and objectivity that was not being provided.

   Gehring Group was founded on the principle of individually addressing the needs and goals of public sector entities, businesses, industries, and labor and professional organizations through the design and servicing of insurance programs that best suit each clients' particular needs and circumstances. Mr. Gehring employed an approach that benefits programs are not cookie cutter, and communication among parties is a key to any successful program. The result was the development of Gehring Group into a service centered firm providing unparalleled expertise and services in employee benefits, risk management, and technology solutions.

   NUMBER OF EMPLOYEES

   Gehring Group has since grown from 3 employees at inception to over 55 employees today with offices in Palm Beach Gardens and Coconut Creek, and with employees located in Sarasota and Orlando. We understand that the best way to take care of our clients begins with taking care of our

employees which is why we have so many employees that have been with the firm for over 10 years. Our employees are highly experienced and committed to working with you for the long haul. You will find our employees as engaged with your long-term planning process as they are with the day-to-day needs of the City and its employees. With this knowledge comes the empowerment to deliver solutions that optimize your employee benefits.

PUBLIC SECTOR CLIENTS

(Please note that in order to preserve the privacy of our private sector clients, information will be provided upon Gehring Group's selection as AOR and upon receiving approval from the applicable private sector clients.)

Account Name	Approx. # EE's	Client Since	Contract End Date
Boynton Beach, City of	800	1/1/2013	3/31/2018
Brooksville, City of	109	10/1/2007	Contract ongoing
Cape Coral, City of	1600	10/3/2011	8/21/2016
Cape Coral Professional Firefighters Association	270	11/10/2015	11/9/2017
Career Source Palm Beach County	100	10/1/2007	Contract ongoing
Charlotte County BOCC	1330	9/26/2000	Contract ongoing
Children's Services Council of Palm Beach County	100	4/6/2005	9/30/2020
Citrus County BOCC	810	3/24/2009	12/1/2019
Clearwater, City of	1700	5/1/2001	Contract ongoing
Clerk & Comptroller, Palm Beach County	700	10/1/2002	Contract ongoing
Cocoa, City of	411	10/1/2012	6/11/2017
Coconut Creek, City of	250	6/1/2010	2/28/2022
Dania Beach, City of	200	5/30/2013	Contract ongoing
Deerfield Beach	600	8/1/2015	6/30/2020
Dunedin, City of	350	4/1/2004	6/4/2019
Delray Beach, City of	765	3/10/2015	2/28/2021
Fellsmere, City of	25	3/13/1997	Contract ongoing
Florida Keys Aqueduct Authority	250	4/28/2006	3/31/2019
Hernando County BOCC	800	4/13/2011	4/12/2021
Hollywood, City of	1000	11/18/2014	Contract ongoing
Indian River County BOCC	1600	5/11/2010	5/11/2016
Islamorada, Village of Islands	71	10/1/2012	Contract ongoing
Juno Beach, Town of	30	8/18/2003	Contract ongoing
Jupiter Island, Town of	70	6/6/2009	Contract ongoing
Jupiter, Town of	350	1/1/2009	8/21/2017
Key West Housing Authority	75	7/16/2009	Contract ongoing
Key West, City of	440	6/21/2001	Contract ongoing
Keys Energy Services	275	8/30/2010	4/1/2017
Lake Park, Town of	50	5/10/1994	Contract ongoing
Lighthouse Point, City of	80	5/11/2011	6/30/2021
Loxahatchee River District	65	8/1/2009	Contract ongoing
Manalapan, Town of	25	9/27/2006	Contract ongoing
Marco Island, City of	180	7/5/2011	Contract ongoing
Margate, City of	460	9/19/2012	9/19/2017

Account Name	Approx. # EE's	Client Since	Contract End Date
Martin County BOCC	1100	2/21/2001	Contract ongoing
Martin County School District	2600	8/16/2004	6/30/2021
Martin County Sheriff's Office	655	10/1/2008	Contract ongoing
Miramar, City of	806	4/4/2012	9/16/2016
Naples, City of	435	5/5/2010	9/30/2020
North Palm Beach, Village of	184	6/8/2006	Contract ongoing
Oakland Park, City of	250	7/7/2011	7/6/2016
Oldsmar, City of	140	8/1/2008	Contract ongoing
Osceola County Sheriff's Office	600	5/17/2011	9/30/2016
Oviedo, City of	260	4/1/2012	4/2/2017
Palm Bay, City of	900	5/1/2015	4/30/2020
Palm Beach County Sheriff's Office	3700	11/1/1992	9/30/2020
Palm Harbor Fire Rescue District	65	9/4/2015	Contract ongoing
Palm Springs, Village of	158	11/5/2014	1/16/2022
Parkland, City of	60	5/1/2012	2/18/2020
Pinellas Suncoast Fire and Rescue	45	11/22/2011	Contract ongoing
Pinellas Suncoast Transit Authority	610	5/1/2013	4/30/2018
Port Richey, City of	45	1/20/2010	Contract ongoing
Port St. Lucie, City of	950	7/12/2011	7/31/2017
Rockledge, City of	240	9/4/2012	Contract ongoing
Royal Palm Beach, Village of	80	11/11/1993	Contract ongoing
Sanibel, City of	130	2/1/2003	Contract ongoing
Sarasota County Sheriff's Office	900	3/2/2010	Contract ongoing
Sarasota, City of	1100	6/26/2009	Contract ongoing
Satellite Beach, City of	80	7/22/2013	7/22/2018
Seacoast Utility Authority	130	1/1/1993	Contract ongoing
Sebastian, City of	130	5/25/1999	Contract ongoing
Solid Waste Authority of Palm Beach County	400	5/8/1995	7/11/2020
Southern Manatee Fire Rescue District	70	4/21/2016	Contract ongoing
Southwest Florida Water Management District	595	7/11/2014	6/30/2019
St. Lucie County Sheriff's Office	546	3/25/2013	Contract ongoing
Stuart, City of	230	7/1/2003	Contract ongoing
Tampa Bay Water Authority	130	4/3/2015	9/30/2018
Tax Collector, Palm Beach County	230	8/15/2007	Contract ongoing
Tequesta, Village of	80	5/1/2009	3/11/2018
Wellington, Village of	250	3/23/2000	7/31/2024
West Palm Beach Police Benevolent Association	340	5/8/2000	Contract ongoing
West Palm Beach, City of	950	4/28/1998	6/30/2016

3. Provide details of your company's financial status and stability.

Gehring Group is organized as a Florida Subchapter S corporation, of which Kurt Gehring is the Principal owner. As a non-public company, Gehring Group does not prepare or file audited financial statements for public distribution or file with the Securities and Exchange Commission. Under the

direction of Kate Grangard, CFO, and Katherine Bellantoni, Controller, both Florida Certified Public Accountants, Gehring Group employs a conservative fiscal approach and prudent decision making. The predominant portion of Gehring Group's revenue is received from monthly commissions and consulting fees and Gehring Group has enjoyed continuous, year to year operating profitability. Gehring Group maintains a positive capital balance and reinvests its profits into the development of client oriented services and technology such as BenTek®. In addition, Gehring Group maintains a strong banking relationship, reference to which is available upon request.

Please refer to **Exhibit 1** for a letter from Thomas & Clough Co., P.A., our accounting firm which will verify the firm's financial stability.

4. What is your company's vision statement?

Gehring Group's vision is to be the broker/consultant of choice in the public sector market, setting a standard of excellence, and serving our client's individual needs through the delivery of progressive and customized services, market trends, and recommending cost-effective solutions.

Inherent in our corporate culture, Gehring Group has 30 ***Keys to Our Collective Success*** that focus on:

- ✓ Fanaticism around culture, values, and principles
- ✓ An unfailing commitment to people
- ✓ Rigorous attention to detail and execution, and
- ✓ Flexibility, creativity and determination to transcending the status quo.

5. **Respondents must provide a list of all lawsuits in which the firm has been named as a party in the past four (4) years along with the status of the lawsuit.**

Gehring Group is pleased to state that the firm has not been involved in any lawsuits within the past four (4) years (or since its inception).

6. **Discuss any impending changes in your organization that could impact the delivery of services.**

   There are no impending changes within our organization that would impact Gehring Group's delivery of services to the City of Oakland Park. As a dedicated and robust organization, we continually strive to enhance our level of service as well as increase the resources that we are able to make available to our clients.

7. **Capacity of local business office, i.e., computers, network, secured email system, printers, facsimile machines, telephones, and conference room.**

   Gehring Group's headquarters is located in Palm Beach Gardens, Florida, with a branch office in Coconut Creek, Florida. Gehring also has a permanent group of remote employees. Office locations consist of employee offices, break rooms, conference rooms, storage rooms and IT infrastructure. The Palm Beach Gardens facility has a dedicated computer room with dual redundant Internet connections and redundant firewalls. Gehring Group leverages elastic SAAS cloud services from both Microsoft and Amazon to deliver secure, reliable and highly scalable business computing solutions with no capacity or location limitations. HIPAA compliance is at the core of all systems engineering starting with Business Associate Agreements with both Microsoft and Amazon and highly secured and auditable systems with least privilege configurations. Data encryption is systematically enforced on all mobile computing devices including laptops, tablets and smart phones.

8. **As outlined under Section IV., Minimum Requirements, describe designated team members to be assigned this account, including name, title, work location, education, years of experience in this area and achievements.**

   Gehring Group meets all minimum requirements as outlined in the RFP. Our staff members have the required experience in all areas outlined. Engaged, personalized account leadership is paramount to effective long-term client relationships. You will see that our passion for service shines through daily. Gehring Group holds a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Such strategic hires include former risk management personnel with public sector experience as well as former insurance carrier personnel with significant client service and underwriting experience. We also have former carrier underwriters, who bring their significant experience and expertise into the negotiation of carrier renewals and rates, to the direct benefit of our clients.

   PROPOSED SERVICE TEAM

   Executive Staff:..... **Kurt Gehring, CEO**
   Senior Benefits Consultant: ..... **Christian Bergstrom**
   Benefits Consultant:..... **Athena Erchard**
   Senior Account Manager: ..... **Jodi Beale**
   Employee Benefits Analyst: ..... **Larry Anchel**

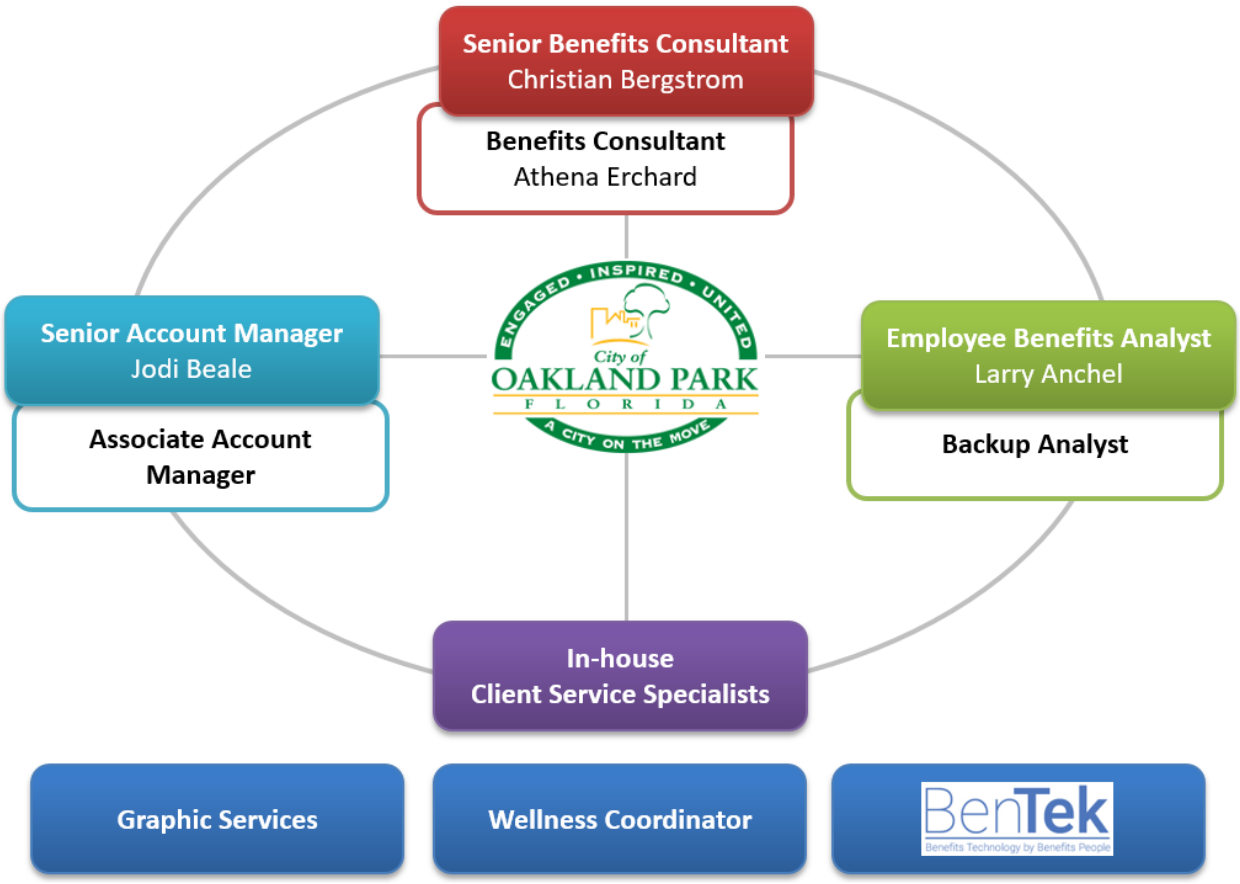
   Resumes for the above team members are included on following pages.

   In addition to the above service team, the City will also have direct access to additional staff resources with varying specialties including:

   - Kate Grangard, CPA, CGMA, CFO – *Health Care Reform Certified*

- Shawn Fleming, CSFS, Senior Benefits Consultant – *Certified Self-Funding Specialist*
- Anna Maria Studley – Senior Benefits Consultant
- Sarah Burt, CWWS, CCWS – Wellness Coordinator

Our service team model for the City is represented as follows:



EMPLOYEE BENEFITS CLIENT SERVICE TEAM

Senior Benefit Consultant: Christian Bergstrom, CHRS, Senior Benefits Consultant
Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty, Certified Healthcare Reform Specialist
Education: University of Texas
Degree: B.S., Public Administration
Work Location: Palm Beach Gardens, FL
Years of Experience: 14+

In Christian Bergstrom's role as Senior Benefits Consultant, he will assist in strategic and budget planning as it relates to the entity's employee benefits program, making recommendations as necessary and providing guidance with regard to compliance with health care reform. He will be available as needed for meetings with decision makers and is available to make presentations to executive staff and boards as required.

For the past fourteen years, twelve of which spent at Gehring Group, Christian has worked in the insurance arena, focusing on large group public sector clients. Familiar with all lines of insurance coverage and funding arrangements, Christian is licensed to transact life, health, variable annuity, and property and casualty classes of insurance in the State of Florida. Christian Bergstrom earned a Bachelor of Science Degree in Public Administration, Cum Laude from the University of Texas. He was a Fast Track student in Public Affairs and is an alumnus of Pi Sigma Alpha, the national political science honor society. Christian has also earned his CHRS (Certified Healthcare Reform Specialist) designation through the Employer Healthcare & Benefits Congress.

Christian joined Gehring Group as a Senior Analyst in 2003. Currently in his role as Senior Benefits Consultant, he is responsible for overseeing all aspects of client service and technical analysis of his large group clients' employee benefits program needs. These include: spearheading RFP development, bidding and compliance during the RFP process, and providing detailed analysis of the bid's analytical data in order for an appropriate recommendation to be made. During the bid and negotiation process, Christian acts as the key liaison between the client and the insurance carrier/TPA. Christian currently serves as the Senior Benefits Consultant for such large employers as the Palm Beach County Sheriff's Office, the City of West Palm Beach, City of Margate, Town of Jupiter, and City of Naples and is therefore, well-versed in the services required in the public sector market.

Christian's reputation in the industry has earned him the invitation to sit on the "agent advisory councils" of two of the largest group insurance carriers in the State of Florida; Florida Blue and Cigna Healthcare. His insurance expertise and real-life experience in advising his clients allow him to provide real time, relevant feedback to these carriers regarding specific programs and plan models. He also maintains close working relationships with other vendors and upholds an unbiased allegiance to making recommendations that best meet the needs and goals of his clients.

Athena Erchard, Benefits Consultant
Professional Licenses: Life, Health & Variable Annuity
Education: Palm Beach Atlantic University
Degree: B.A., Marketing & Psychology
Work Location: Palm Beach Gardens, FL
Years of Experience: 20+

Athena Erchard is an experienced employee benefits professional with 20 years of experience in the industry including working for an international brokerage and consulting firm. During the course of her career, she has worked in multiple roles allowing her the unique opportunity to gain an understanding of the client perspective from different vantage points. Athena has spent over 10 years working specifically in the public sector large group space analyzing benefit plans, funding arrangements and insurance carrier data, researching and developing employer tools for comparing programs and managing open enrollments, benefit fairs and wellness programs.

Her work history is rich, working with all major carriers and large group employers, assisting through the navigation of healthcare reform and the options afforded in this cycle of the benefits arena. Athena has worked as a Senior Marketing Analyst, Account Executive and as an Employee Benefits division manager which provides her clients with an in-depth understanding through organizing and analyzing data to best fit the needs of employer group.

Her communication skills and industry knowledge fosters a dynamic relationship with both clients and carriers. Her collaborative spirit helps maintain interpersonal relationships between brokers, clients and employees. She has been instrumental in developing strategies that include various funding arrangements based on client objectives with consideration of the insurance marketplace, budget objectives, benchmarking and legislative compliance.

Athena is a member of the National Association of Health Underwriters, Florida Association of Health Underwriters and Tampa Bay Underwriters organizations.

Senior Account Manager: Jodi Beale, SPHR
Professional Licenses: Life, Health & Variable Annuity, SPHR
Education: Palm Beach Atlantic University
Degree: M.A., Human Resources Development
Work Location: Palm Beach Gardens, FL
Years of Experience: 20+

Jodi Beale is an experienced professional, having 20+ years of combined Human Resources and Employee Benefits experience. Jodi began her career in human resources and benefits administration in both the public and private industries, eventually spending 7 years as a Director of Human Resources. In her experience in Human Resources, Jodi was responsible for the administration of the payroll and employee benefits for a company of 400+ employees, coordinated workers' compensation and unemployment claims, updated HR policies and processes as required for compliance, researched and implemented an HRIS system, and assisted in employee matters including performance issues and recruiting.

Prior to joining Gehring Group in 2009, Jodi spent 8 years with a national benefits consulting firm in the capacity of account manager assisting employers with the implementation and maintenance of their employee benefits programs. Jodi is licensed in Life Insurance, Health Insurance & Variable Annuities, and is PHR and SPHR certified. Additionally, Jodi holds a Master's Degree in Human Resources Development. An active member of SHRM and other relevant associations, Jodi remains at the forefront of the industry to accomplish the goal of keeping her Gehring Group clients ahead of the curve regarding compliance and other employee benefits issues.

Employee Benefits Analyst: Larry Anchel
Professional Licenses: Life, Health & Variable Annuity
Education: University of South Florida
Degree: B.S., Marketing
Work Location: Palm Beach Gardens, FL
Years of Experience:

As a member of the Gehring Group Analytical Services team, Larry is a seasoned professional, having spent more than ten years of his career working specifically in various employee benefits analytic roles which includes leading a team of Benefit Analysts for a national benefits consulting firm. He has also mastered the ability to build relationships with clients, negotiating on their behalf with insurance vendors to achieve the most advantageous options for their benefit dollars. He has deep knowledge of claims analyses and geographic market trends and has worked with both public and private sector clients ranging from two to 12,000 employees.

Larry began his career as a Financial Advisor, where he specialized in retirement planning for the Public Sector market, including School Districts, Police and Fire in the Tampa area and surrounding counties. He

currently holds his Life, Health, and Variable Annuity License and previously held his Series 6, 66, and 7 licenses.

A graduate of the University of South Florida, Larry earned his Bachelor of Science degree in Marketing. Our clients count on Larry to be responsible for all aspects of the analytical functions of servicing their programs and monitoring claims data and associated trends.

ADDITIONAL STAFF RESOURCES

Kurt Gehring, CEO
Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty, Surplus Lines
Kurt Gehring is an alumnus of Florida State University and currently serves on FSU's College of Business Board of Governors. An insurance industry veteran with over 25 years' experience, Kurt is an insurance expert licensed in Health, Life, and Variable Annuities, Property and Casualty Insurance, and Surplus Lines License. Kurt has successfully recommended, implemented, and serviced various types of employee benefit, workers' compensation and property and casualty insurance programs, while specializing in the large group market. Recognized for his extensive knowledge, expertise as well as his excellent communication skills, Kurt has been a featured speaker at various conferences on a variety of insurance topics.

Kurt founded the Gehring Group with the mission of providing clients the highest level of service, exceeding not only industry standards, but also client expectations. Recognizing the inherent challenges in servicing organizations with a large number of employees, various contracting parties, and various insurance obligations, the Gehring Group utilizes a unique, team-based approach customized to meet the specific needs of each client. Each Gehring Group employee makes an unprecedented effort to address each situation both promptly and effectively. The success of the Gehring Group is a direct result of this promised and delivered, unparalleled service standard.

Under the guidance and visionary leadership of Kurt Gehring, Gehring Group clients have successfully implemented leading edge concepts such as Consumer Directed Health Plans, Onsite Clinics and Innovative Wellness Programs. In addition, the Gehring Group developed BenTek®, an internet based employee benefits administration system in order to meet the growing benefit administration needs of its clients. This system allows clients to conduct internet enrollments, transmit electronic eligibility to insurance carriers, and provides employees with access to an "Employee Benefits Center" help site. The Gehring Group's growth and success in maintaining long lasting client relationships is a result of its strong commitment to personalized service to its clients as an independent resource, facilitator, advocate, and advisor.

Name: Kate Grangard, CPA, Chief Financial Officer
Professional Licenses: Certified Public Accountant, Certified Health Care Reform Specialist
Kate Grangard graduated with honors from Fordham University in 1987 with a B.S. degree in Business Administration with a concentration in Public Accounting. She is a licensed Certified Public Accountant in Florida, and has also held licensure in New York. Kate is a member of the American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants, and an associate member of the Association of Certified Fraud Examiners.

Kate started her career in public accounting with the Metropolitan Services Group of Price Waterhouse in Manhattan. As an auditor, she worked on a variety of industry clients including financial institutions, insurance companies, and pension funds. After moving to Florida, she continued her Price Waterhouse career in the West Palm Beach office.

Mrs. Grangard also spent eleven years as Vice President of Finance for a Florida based regional restaurant chain. In her position, she developed and managed the accounting, risk management, employee benefits, and information technology departments. In this executive position, she designed and implemented highly successful internal control and risk management programs and formulated and implemented company policies and procedures. In addition, in the finance arena, she successfully obtained senior debt facility commitments and maintained the commercial bank and financing partner relationships. Notably, Kate's achievements in the risk management area while in this position resulted in substantial savings to the company. In managing this department, she gained experience in the property and casualty, general liability, workers compensation, employee benefits, and umbrella insurance sectors. Her ability to first recognize contributing factors to trends and negative experience, and subsequently effectively negotiate and redesign program parameters resulted in substantial savings to her employer.

Kate brings her extensive management, finance, audit and analytical experience, and customer service commitment to her leadership role with the Gehring Group. Kate is a legislative compliance lead on the Health Care Reform Acts for our clients, and is respected as a highly regarded speaker on health care reform updates for various conferences and groups. Additionally, as CFO of Gehring Group for over nine years, Kate is responsible for overseeing the growth and development of the Company's finances, infrastructure, and staff so that Gehring Group is able to meet its commitment to provide the highest level of customer service to its clients.

Kate is also a frequent speaker at various organizations, and authors and presents webinars and seminars throughout the year believing her role to be an educator with regard to this landmark legislation. In addition to appearing as a recurring guest expert on the Affordable Care Act on The South Florida Business Report on WPEC, Kate also serves as Vice Chair on the Executive Board of The Lord's Place, an organization in Palm Beach County dedicated to breaking the cycle of homelessness. Kate is a 20+ year member of the Jupiter-Tequesta Kiwanis Club, and maintains various professional affiliations including membership in the AICPA, FICPA, FGFOA, and NAHU. Kate serves on 2 committees each for both FGFOA and FICPA for the 2015-2016 year, including the FICPA Employee Benefits Conference Committee.

Anna Maria Studley, Senior Benefits Consultant
Professional Licenses: Life, Health & Variable Annuity

Anna Maria Studley is a seasoned professional with 35 years of experience in the insurance industry and has obtained vast experience undertaking many roles in the insurance sector. Her work history includes time as a General Agent and a Consultant, experience with two national insurance carriers, owning and operating a third party administration company, and experience as Director of Account Management with a national brokerage firm. Her responsibilities have included: providing analysis of benefit plans and claims utilization, oversight of the RFP and evaluation process, management of various funding arrangements, coordination of open enrollments and health fairs, and the handling of escalated member issues and billing reconciliation. Licensed in 26 states, she has also serviced such large employers as IBM and FPL where she managed several multi-state employee benefit programs, performed health insurance claim audits and assisted with the completion of required Form 5500's. Her expertise in compliance issues, state and federal regulations also make her a valuable asset the Gehring Group team and the clients she serves.

In addition, Anna Maria brings invaluable insight and experience from her employment experience with two national health insurance carriers. Her years at these carriers enabled her to gain special expertise regarding the inner workings of an insurance carrier and provided the opportunity for the establishment of significant industry relationships. As the Managing Director of Gehring Group's client service staff, Anna Maria is responsible for overseeing all aspects of account management and technical analysis to ensure delivery of the highest level of service with the ultimate goal of achieving both client and member satisfaction. She is supported by several other Gehring Group staff members including account managers, benefits specialists and analytical staff.

Anna Maria's experience at Gehring Group includes servicing clients from 50 to 3,500 employees to whom she brings the experience and knowledge to lead each client in its effort of maintaining a cost effective program.

Cindy Thompson, Vice President – Operations
Professional Licenses: Life, Health & Variable Annuity
As Vice President of Operations for Gehring Group, Cindy is responsible for providing senior level leadership and operations guidance to the organization and its team members. A 20-year veteran of Gehring Group, holding her Health, Life, and Variable Annuity Insurance License, Cindy brings a full array of talents and experience to her position, and serves as a valuable resource in various benefit related areas including employee benefits best practices, compliance and legislative issues, and technical and analytical tools. Her quest for in depth, rather than cursory understanding of the complexities of employee benefits laws complement her experience in servicing all aspects of an employee benefits program including analytical services, account management and wellness. Her responsibilities have included developing Requests for Proposals, preparing bid evaluations from responses received from the insurance market, and negotiating with carriers on behalf of many large employers throughout the State of Florida. Her expertise also extends to the various insurance plan funding arrangements including fully insured, self-insured and minimum premium arrangements, implementation of new programs and/or new carriers, enrollment and communication of group insurance benefits, as well as the day to day service requirements associated with administering a cost effective and administratively efficient employee benefits program.

Cindy's participation in coordinating and designing innovative program solutions to clients ranging from 50 employees to 5,000 employees that are fully insured, self-insured or under other types of funding arrangements brings value to every discussion as she offers history and experience, together with a methodical implementation and troubleshooting perspective, while considering and recommending forward thinking solutions. A valued member of the executive team, Cindy works with management to ensure overall client satisfaction and quality expectations. Cindy holds a Bachelor's degree from Palm Beach Atlantic University, where she majored in Finance, Banking, and Business Administration.

Kimberly Hall, Analytics Team Supervisor
Professional Licenses: Life, Health & Variable Annuity
In her role as the Analytics Team Supervisor, Kim Hall will be responsible for overseeing the team performing the financial and analytical aspects relating to the City's account. She will also be an additional contact regarding all financial aspects of its benefits program.

Kimberly is a tenured professional with extensive experience in the Underwriting and Actuarial Services arena. Prior to joining the Gehring Group, Kimberly spent 28 years in the underwriting department of

Blue Cross Blue Shield of Delaware where served as an Underwriting Senior Consultant and then promoted to Tactical Manager where she provided operational management to the entire underwriting department. In this role, she was responsible for developing, evaluating and recommending underwriting strategies designed to increase market share by providing cost effective solutions for clients. She was also involved in conducting analysis of client data and financials, monitoring performance, rate setting strategy, coaching and account level guidance and collaborating between sales, account management and other key internals. As Tactical Manager for over 10 years, Kimberly served as a company-wide resource on matters pertaining to rating and was responsible for reviewing and approving the work output of the entire unit, as well as delivering top-notch consulting work on the most "premier accounts".

Kimberly Hall earned her Bachelor of Science Degree in Mathematics/Computer Science/Physics graduating Sigma Zeta Math/Science Honor Society from Immaculata College, Pennsylvania. Upon her move to Florida, Kim joined the Gehring Group team in early 2015. Having worked with Local and National governmental accounts, her level of expertise has proven and invaluable resource to our team.

Sarah Burt, Wellness Coordinator
Professional Designations: CWWS, CCWS, ACSM CPT
Education: University of West Florida
Degree: B.S., Exercise Science

A skilled professional with focus in fitness and corporate wellness program implementation, Sarah has valuable experience in designing and implementing wellness, fitness, and health improvement programs and promotions for one of the nation's leading models for worksite wellness. Sarah's experience involves working with both large and small employee populations and she is focused on long-term participation and results.

As Wellness Coordinator at Gehring Group, Sarah employs a combination of experience, knowledge, enthusiasm, coordination and empathy to deliver cost saving, achievable, proven, and innovative programs to our clients.

During her years working in this specialized field, Sarah has worked in both the private and public sectors and has achieved a reputable resume which includes the supervision of all health promotion functions for a population of over 400 employees and coordination and implementation of wellness programs for a population of nearly 5000 employees.

In addition to these accomplishments, Sarah, who holds a bachelor's degree in Exercise Science from the University of West Florida, has also achieved the following education and health and wellness related credentials:

- Certified Worksite Wellness Specialist
- Certified Corporate Wellness Specialist
- Member of the American College of Sports Medicine
- American College of Sports Medicine Certified Personal Trainer
- Aerobic and Fitness Association of America Certified Group Exercise Instructor
- Trained in Motivational Interviewing Behavior Modification Technique
- Trained in Office Ergonomic Assessments

9. Provide three references from municipalities or other governmental agencies within the state of Florida for whom you provided services with similar requirements as the City.

The following includes a sample list of public sector clients for whom Gehring Group provides services similar to those requested within the City's RFP:

Jupiter, Town of
210 Military Trail
Jupiter, FL 33458
(561) 741-2335
Dawn Loren, Human Resources Director
Email: DawnL@jupiter.fl.us
Number of Employees: 303
Client Since: 01/01/2009

Martin County BOCC
2401 Southeast Monterey Road
Stuart, FL 34996
(772) 221-1320
Garry Gierlicz, Human Resources Administrator
Email: ggierlic@martin.fl.us
Number of Employees: 1,100
Client Since: 02/21/2001

Naples, City of
735 8th Street South
Naples, FL 34102
(239) 213-1833
Lori Parsons, Risk Manager
Email: lparsons@naplesgov.com
Number of Employees: 435
Client Since: 05/05/2010

Clerk & Comptroller, Palm Beach County
301 N. Olive Ave.
West Palm Beach, FL 33401
(561) 355-4988
Jennifer Chripczuk, Benefits Manager
Email: jchripczuk@mypalmbeachclerk.com
Number of Employees: 700
Client Since: 10/1/2002

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412
(561) 640-4000 ext. 4402
Debra Laster, Director, Employee Relations
Email: dlaster@swa.org
Number of Employees: 400
Client Since: 05/08/1995

Wellington, Village of
12300 Forest Hill Blvd.
Wellington, FL 33414
(561) 791-4055
Ed De La Vega, Business Services Manager
Email: edelavega@wellingtonfl.gov
Number of Employees: 250
Client Since: 03/23/2000

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994-2139
(772) 288-5315
Linda J. Toppi, M.S., PHR, PPP, H.R. Director
Email: ltoppi@ci.stuart.fl.us
Number of Employees: 240
Client Since: 07/01/2003

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(954) 480-4254
William Reed, Risk Analysis Manager
Email: wreed@deerfield-beach.com
Number of Employees: 600
Client Since: 8/1/2015

Please also refer to the letters of reference included in **Exhibit 9** for your review and consideration.

TAB B: PLAN EVALUATION

ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE.

Describe experience, ability, and understanding of Proposer and assigned personnel in observing and monitoring instruction or direction to similarly related tasks.

1. **Describe your firm's Employee Benefits Group Insurance experience. Please refer to the Scope of Services and provide information on your ability to meet the required services.**

   Having served over 80 public sector entities in Florida, Gehring Group has extensive experience in serving public sector entities and providing each of the services outlined within the scope of work. Our team has worked with all major insurance carriers regarding all lines of insurance coverage, and has a comprehensive knowledge of all available products and funding methods. Our clients have grown to rely on our expertise and accessibility in dealing with all of their insurance and compliance needs. In Gehring Group's team environment, our staff work together to support each client as well as each other, and will make every effort to address each situation promptly and effectively. Our commitment to this high level of service is one of the many reasons that the Gehring Group continues to build long lasting client relationships.

   Gehring Group understands the City's desire to continue to offer their employees a competitive benefits package to attract and retain valued employees. If selected, Gehring Group will continue to partner with the City, to provide innovative ideas and solutions in accordance with the City's benefits philosophy and employee benefit plan offerings. Gehring Group will provide professional, timely advice and consulting services.

   Gehring Group works to consistently to deliver an unparalleled level of client service and industry expertise to the public sector market, serving many governmental entities including: city and county governments, special taxing districts, law enforcement agencies and school boards. Our experience with the requirements inherent in servicing this specialty market has enabled Gehring Group to become an extension of our clients' team, working with them, and for them year round to anticipate and respond to their needs, and deliver significant "value added" products.

   Gehring Group commits to performing all requested services as outlined in the Scope of Services including but not limited to:

   SCOPE OF SERVICES

   1. **<u>Benefits Analysis and Research:</u>**
      Gehring Group will review and evaluate the City's benefits programs on a consistent basis. This includes review and consideration of all viable program alternatives during a bid or renewal negotiation process. We present our clients with information and education regarding fully insured, self-insured, and minimum premium arrangements, tax-advantaged funding accounts, consumer driven health plans and other considerations specific to the client, such as bargaining obligations. This benefits analysis would also include research and evaluation of any new product offerings introduced by insurance carriers to determine its viability for the client. As an example, Gehring Group was one of the first to implement Health Savings Accounts (HRA), Health Reimbursement Accounts (HSA) and onsite employee health centers (onsite clinics) in the public

sector. We remain ahead of the curve with regard to evaluating and implementing new cost saving concepts and guide our clients through the entire selection and implementation process.

Our team is available to meet with the City as needed (but at least quarterly). We are also available to conduct satisfaction surveys, feasibility studies, performance audits and benchmarking of other local entities. Due to Gehring Group's concentration in the public sector, we have a significant amount of employee benefits benchmark data in-house. This includes statistics on plan benefits, employer contributions, waiting periods, trend factors and other related data.

Gehring Group's large public sector client base will also provide the City with the necessary negotiating strength when negotiating with various insurance carriers during the renewal season and throughout the year. One such example of our negotiation strength is illustrated by the fact that the City has not had a dental or vision rate increase since our contract inception with no change to the City's plan design. All analysis materials compiled by Gehring Group will include a comparison of any proposed option against the City's current benefit plans. Gehring Group's Analytical Services Department staff members are experts in the evaluation skills necessary to present complex insurance information in an easy to understand format. Our analysis will compare all proposals to the in force program and illustrate the program differences to include the advantages and disadvantages of each. Our analysis will include a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions. We will also compare provider networks to determine which proposers may be considered viable options for the City in addition to performing a network discount analysis. Throughout the evaluation process, we encourage proposers to bring their best numbers to the table and have been extremely successful in obtaining the maximum number of truly competitive quotations from an extensive array of carriers.

2. **Procurement of Insurance:**

Gehring Group would assist in conducting all phases of the procurement process for those lines of insurance deemed suitable for bidding. Our involvement in this process can be as comprehensive as the City wishes. Once we have reviewed all necessary background information, we will work with staff to compile all RFP's for submission to the insurance market. This includes negotiating renewal rates, working with the procurement division to maintain integrity with the bid process as well as issuing bid specifications directly to the market. Gehring Group has vast experience in the solicitation of all types of insurance and we are confident that acquisition of various competitive options will be accomplished. We would also ensure that all proposers comply with the requirements to which Florida public sector entities must adhere under Florida Statute 112.08, such as retiree coverage. Gehring Group evaluates a proposal based many factors, the obvious include overall cost, plan design, network of providers, carrier rating and compliance with the RFP. Preparation is the key to a successful outcome.

Upon carrier and plan selection, we will remain involved throughout the implementation and open enrollment process, coordinating with all selected carriers and vendors. Our team is able to attend open enrollment meetings as needed and are also able to conduct the meetings, give presentations or simply be there answer employee questions. With Gehring Group's provision of the **Bentek Online Enrollment and Administration System**, the City's employees are now able to enroll online, and the City can transmit eligibility and enrollment information to carriers electronically.

3. **Communications:**

Your Gehring Group service team is available to review all summary plan descriptions as well as articles and newsletters to employees and retirees, communicating the City's employees benefits insurance and wellness programs. We are also able to meet with the City, its insurance carrier or other related vendors as needed to discuss innovative plan options and address service issues as needed.

As part of Gehring Group's comprehensive level of service, we also provide various methods of communicating benefits information to employees. This includes the provision of an employee benefits handbook as well as various other types of employee communication materials, customized for and subject to the approval of the City, such as payroll stuffers, department posters, mass employee mailings, etc. At the beginning of each new plan year we compile all of the information regarding your insurance coverages and summarize it in an employee friendly benefit booklet which can be distributed on paper or posted electronically to the City's online enrollment system. This booklet has proven to be a valuable resource to our client's employees and has reduced the number of inquiries received by our client's HR and Benefits staff. This service is offered at no additional cost. We will provide you with enough copies for open enrollment and as needed for new-hire orientations throughout the plan year. Please refer to **Exhibit 5: Sample Employee Benefit Booklets** for examples. In addition, we have the ability to produce customized communication pieces based on the specific needs of the City. **Exhibit 6: Sample Employee Communications** includes such examples for your review. This allows our clients to better communicate its employee benefit offerings and keep their employees well educated with regard to their employee benefit options and responsibilities.

4. **Regulatory & Compliance:**

Ensuring that our clients' employee benefits programs are compliant with applicable laws and regulations is critical to Gehring Group and our clients. Gehring Group is available to assist with all regulatory and compliance duties including all required filings. In addition, we provide you with regular updates regarding any changes in applicable laws and how they might affect your benefits program via our newsletters, client seminars and webinars. (Samples included in **Exhibits 7 and 8**).

Gehring Group is proactive on follow-up and will also contact you directly in the event of any legislative changes that may affect your group or your coverage. We are also available to review your processes and procedures to make recommendations as to whether legal services may be required with regard to compliance issues, HIPAA, FMLA, COBRA, etc.

Another major consideration is the Patient Protection and Affordable Care Act, also known as Health Care Reform. As health care reform continues to evolve and guidance continues to be issued, Gehring Group will diligently review all newly available product offerings to ensure that our clients are always presented with the best available options while complying with all mandates and requirements of the health care reform legislation.

5. **Continuous Examination:**

Your Gehring Group team of experts is available to assist the City in reviewing all plan documents, renewal policies, plan amendments and any other related service agreements for feasibility, compliance and accuracy. We remain involved throughout the renewal process to ensure policies and certificates accurately reflect the results of the negotiations and decisions resulting.

In addition, we continuously monitor your group's claims experience on a regular basis in order to provide budget projections and provide advance notice of large claim activity or higher than expected rate increases.

6. **Annual Renewal:**

During each renewal period, Gehring Group will provide the City with a customized presentation detailing our findings and recommendations regarding the applicable lines of insurance coverage. This includes a thorough review of the City's claims experience, large claims and detailed renewal calculation. With former carrier underwriters on staff, we are able to aggressively negotiate with the insurance carriers to achieve the best deal for our clients.

We also assist our clients in implementing innovative plan options including programs with financial incentives tied to wellness goals to affect behavioral changes. We are able to design various plan alternatives and creative options, all while keeping the City's benefits needs and budget in consideration and ensuring contract and policy language are in compliance.

7. **Computer/Internet Resources:**

Gehring Group provides a number of technological resources via the internet. The first is the BenTek Online Enrollment and Administration Solution which is currently provided to the City at no additional cost. This system provides for a virtually paperless open enrollment process for the City and its employees and provides a place for the City to post the required annual compliance notices. (Additional information regarding the features of BenTek is included in **Exhibit 2: BenTek**.)

In addition to BenTek, Gehring Group also provides our clients with the following resources at no additional cost:

- **Gehring Group Client Portal**

  Gehring Group hosts a client portal to communicate with and serve as an informational resource to its clients. The client portal can be accessed by registered client users by clicking on the "Client Login" link on our www.gehringgroup.com website. This site allows us to post legislative updates and documents for clients to review, so that as the landscape of health care reform evolves, we can ascertain that they have timely access to relevant documents and analysis to help them navigate through this period of change.

- **Online Human Resources Research Tool – *ThinkHR***

  Gehring Group provides *Think HR* to all clients at no additional charge. *Think HR* offers a one-stop resource for quick answers to thousands of human resources and employee benefits questions covering such issues as record-keeping, employment law, wages and withholding, workers' compensation, harassment, ERISA, COBRA and FMLA. *Think HR* provides you with easy and immediate access to expert HR advisors who will provide information and answers in a timely manner to minimize the exposure and risk associated with legal and regulatory matters. These answers are provided via phone, web or email, followed up with a written response to summarize the issue and result.

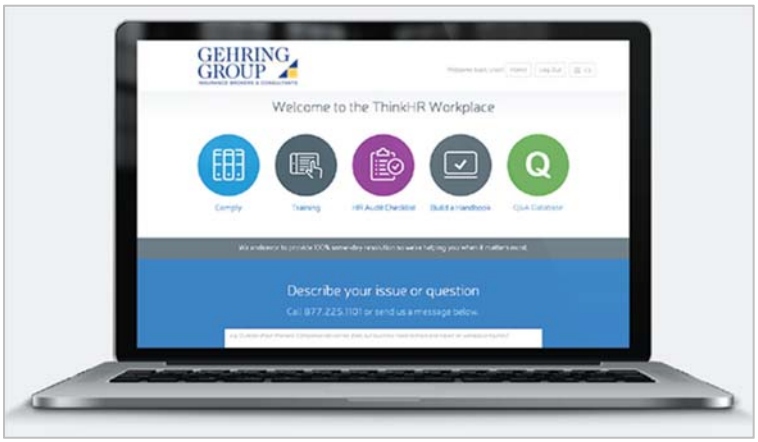
  ThinkHR Live includes:

  HR Hotline – Immediate, unlimited help from PHR and SPHR Advisors via phone or email.
  - Phone access to HR advisers anytime Mon-Fri, 9am-8pm EST

- Written/email follow-up on complex issues or researched matters
- National and regional expertise

HR Library – Immediate access to HR resources to solve your HR concerns.

- Thousands of forms, documents, tools and checklists for every HR department
- Job description builder and salary benchmarking tools



These are a few of the innovative mechanisms utilized to reduce insurance and service costs for our clients.

8. **Benefits Administration Support:**

Your Gehring Group team, led by Christian Bergstrom, Senior Benefits Consultant, will be available year-round to meet with staff and provide additional consulting services as needed throughout the year. Your Account Manager will be the City's primary resource for all services related to enrollment & eligibility, claims issues and day-to-day inquiries throughout the course of the year. Based on our team and back up approach for servicing our clients, your Gehring Group service team is truly an extension of, and valuable resource to the benefits administration and human resources staff. Other ways in which Gehring Group provide benefits administration support includes but is not limited to:

- Coordinating and conducting open enrollment meetings
- Providing additional staff to support multiple locations and time slots for employee meetings
- Attending open enrollment meetings to assist employees one-on-one
- Coordinating all materials or carrier/vendor participation for open enrollment
- Ensuring a smooth implementation with new vendors or plans to ensure that all necessary paperwork is complete and all policies are accurate
- Conducting employee surveys to determine employee satisfaction with the benefits plan
- Analyzing data to identify wellness and education targets
- Continually monitoring claims experience to make projections in order to adequately prepare for renewal
- Providing onsite educational meetings to staff and employees
- Providing account service personnel to assist employees with individual claims issues
- Providing the BenTek Benefit Resource Center enabling employees to find quick answers to coverage and benefits questions, access to view participating network providers, as well as access to policy information and forms

- Providing access to the Gehring Group client portal which provides timely legislative updates applicable to our clients including state and federal mandates such as health care reform
- Providing access to ThinkHR, an online HR research tool
- Assisting with the coordination of and attending health and wellness fairs and any ongoing wellness initiatives

2. What measures and analysis would be used to evaluate the City's current vendor relationships?

As a completely independent agent/consultant, Gehring Group focuses on recommending proposals that best meet the needs of our clients. We have no ownership in any TPA or insurance carrier. We evaluate cost factors in our analysis; however, we also take into consideration how plan benefits and network discounts may vary from carrier to carrier and region to region, as well as A.M. Best rating and reputation for service. In addition, we also base our analysis on our clients' experience with the vendor including responsiveness and satisfaction level as it relates to the timeliness of claim issue resolution or other service issues. Our goal is to make recommendations for each client that is most in line with their employee benefits philosophy and budgetary constraints. We are also able to leverage our large client base and carrier recognitions when aggressively negotiating in the best interest of our clients.

As one of the top brokers/consultants for public sector entities throughout the state, our firm also has the distinct honor of participating in the advisory councils of some of the top carriers in the state include Florida Blue and CIGNA HealthCare. This provides us with considerable leverage during client negotiations. We have also received additional acknowledgments, having achieved Florida Blue BlueDiamond recognition, CIGNA HealthCare Platinum recognition, and United Healthcare Advantage Gold membership. Through these carrier groups, we are able to attend local, regional, and national meetings regarding, providing feedback to the vendors. These small, exclusive meetings also allow us to stay ahead of the curve and educate our clients of new and innovative programs before they are released.

Gehring Group also has significant relationships with the majority of ancillary and voluntary benefit carriers for dental, life, vision, disability and other supplemental offerings.

3. Describe what quality control processes / procedures are in place.

Gehring Group has a long standing commitment to quality assurance that starts with the hiring of outstanding talented professionals who work under a team approach to servicing clients, ensuring that client requests are responded to thoroughly and with expertise.

At Gehring Group, all clients are assigned a team of consultants who work on their account including a Senior Benefits Consultant, an account manager, a back-up account manager, an analyst, and additional client service specialists. This approach ensures that an entire team of experts are considering responses, resolutions, and recommendations being put forth to our clients and monitoring their success. It is also common for our employees to "think tank" among departments, tapping into each other's specialties; be it health and wellness, Human Resources, clinic related, recent legislation, compliance issues, etc. We also have a review process whereby all work product is reviewed by personnel experienced in the applicable area.

In addition to our team approach, in which every position has a team member of the same position who is able to back up, or pitch in as needed, Gehring Group also utilizes a client relationship management system into which client related activities, projects, and timelines are entered. Your team's Senior Benefits Consultant and staff managers utilize this tool with its extensive capabilities daily to manage workflow and ensure that committed work is planned for and delivered timely.

In addition to these recent upgrades to our client relationship management software, Gehring Group recently promoted a senior level experienced professional to the position of Director of Client Experience. This new position will be focused on communicating with our clients to ascertain whether we are meeting expectations, and to receive feedback from clients on opportunities and future and trending needs.

At Gehring Group, we rely on our clients to be our references, and insomuch we work toward not only being excellent technicians but also excellent communicators and a valued resource for all their benefits needs. Our staff understands the value of our reputation and the importance of meeting our clients' expectations. We are always communicating not only with our clients, but also internally to ensure that we are on track with meeting client expectations and delivering quality service and expertise to each and every client. In summary, Gehring Group strives to exceed client expectations through our dedicated personnel, innovation and commitment to excellent client satisfaction.

TAB C: APPROACH & WORK PLAN

ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS. Describe the Proposer's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations.

Gehring Group understands the scope of work as outlined in our response Tab B, Question 1 and commits to performing all requested services in a timely manner.

1. **Describe how your firm's proposed Senior Consultant has improved the employee benefits insurance of three organizations similar in size to the City to reduce cost, improve benefits/services, and enhance communication to everyone involved in the past five years ending January 1, 2016.**

   Gehring Group remains on the forefront of the industry, recommending creative solutions that help our clients save money. There are many examples in which Gehring Group has aggressively pursued a cost effective benefits program for its clients. The following includes several actual case samples of Gehring Group clients ranging in employee size, who have experienced notable savings due to Gehring Group's expert consulting, experience, service and product offerings.

   Example 1: City (400+ Employees)

   Cost Reduction Strategy: Implementation of a Consumer Driven Health Plan Model

   This City contracted in with the Gehring Group in order to review the structure, scope, competitiveness and economic efficiency of its employee benefit insurance coverages. The City wanted to consider creative and innovative approaches that would help them maintain a quality employee benefits without sacrificing fiscal soundness. Gehring Group along with City management established a three-year approach in developing a fiscally conservative self-funded health plan while maintaining quality benefits.

   Year One Goals

   The City's self-funded health plan experience claims utilization that was higher than "the norm" and thus required a significant funding increase as reserves had been depleted. After review of the dual option plan design Gehring Group recommended several plan design changes including slight increases to deductibles and coinsurance, limitations on various other services that were being abused and the removal of out of network benefits under the Health Reimbursement Account plan due to lack of out of network utilization.

   These minimal changes prompted a significant enrollment shift from the Point of Service to the less costly Health Reimbursement Account plan, which resulted in a plan savings of approximately $368,000.

   Year Two Goals

   The goal for year two was to set appropriate and actuarially sound premium rate equivalents for the City's two self-funded health plan options. Gehring Group's analysis determined that the premiums charged for Health Reimbursement Account plan had been subsidizing the costs incurred under the Point of Service plan due to adverse selection (i.e. the highest utilizers remain in the costliest plan

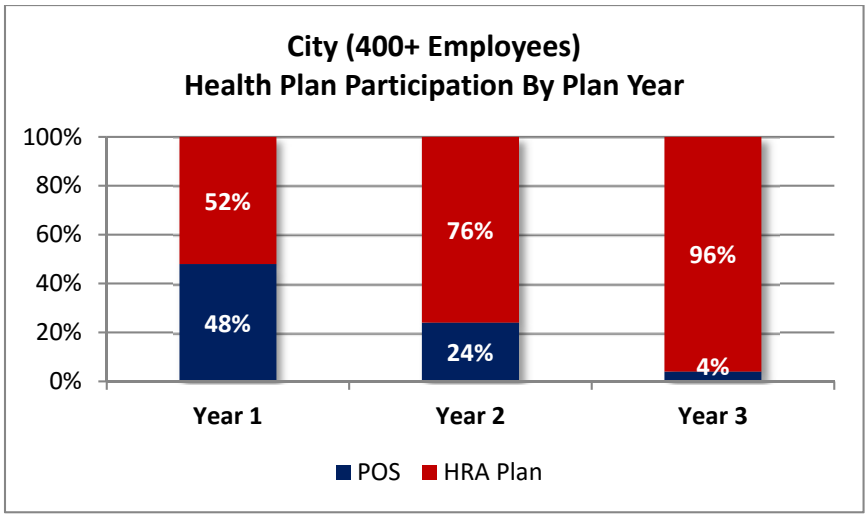
with the richest benefits, while low utilizers move to the less costly plan, leaving fewer premium dollars to cover the costs of the highest utilizers.)

Gehring Group enlisted the services of an independent actuarial firm, to complete the rate-setting study. In addition to pricing the plans appropriately, individual plan rates were also adjusted by tier of coverage based upon utilization and demographic factors. Based on these results, the City was able to price both medical plans at a level where the premium rate equivalents were in line with the actual cost of the plan regardless of which plan an employee enrolled.

During the subsequent open enrollment period, there was an additional twenty percent shift from the Point of Service to the Health Reimbursement Account plan. Gehring Group also assisted the City in conducting a Dependent Audit in which every employee had to provide documentation for all eligible dependents covered under the plan. At the conclusion of the audit, it was determined that approximately fifteen dependents were not eligible for coverage and thus removed from the plan, saving the City up to $100,000 in plan funding.

Year Three Goals

By the beginning of the third plan year, this City had accomplished its goal of incentivizing employees to select the most cost effective health plan option as illustrated below:



The next step was to begin the implementation of a formal Wellness Incentive Program that incorporated measureable targets and alternative incentive rewards. The City's voluntary wellness program includes such features as:

- Additional funding to Health Reimbursement Accounts for covered employees and retirees for each health target achieved
- Biometric Screenings for employees and retirees via a Primary Care Physician or at a City-sponsored event
- HIPAA compliant Wellness Target Forms submitted to Human Resources (no personal health information is exchanged with the City)
- Rewards for achieving any or all targets (maximum of five)
- Enrollment in the program is one-time per year during Open Enrollment

Incentives are achieved by meeting measurable goals for targets related to weight management, tobacco usage, blood sugar levels, triglycerides, LDL cholesterol, and blood pressure in addition to the completion of a health risk assessment.

Based upon the programs established in year one and two along with the current implementation of the Wellness Incentive Program, the City has experienced a significant reduction in average claims costs along with a reduction in a reduced trend and overall paid claims.

The City's most recent strategy includes the addition of a smoker surcharge of $50 per pay period for those employees unable to complete the non-smoker affidavit or who are unwilling to participate in a smoking cessation program.

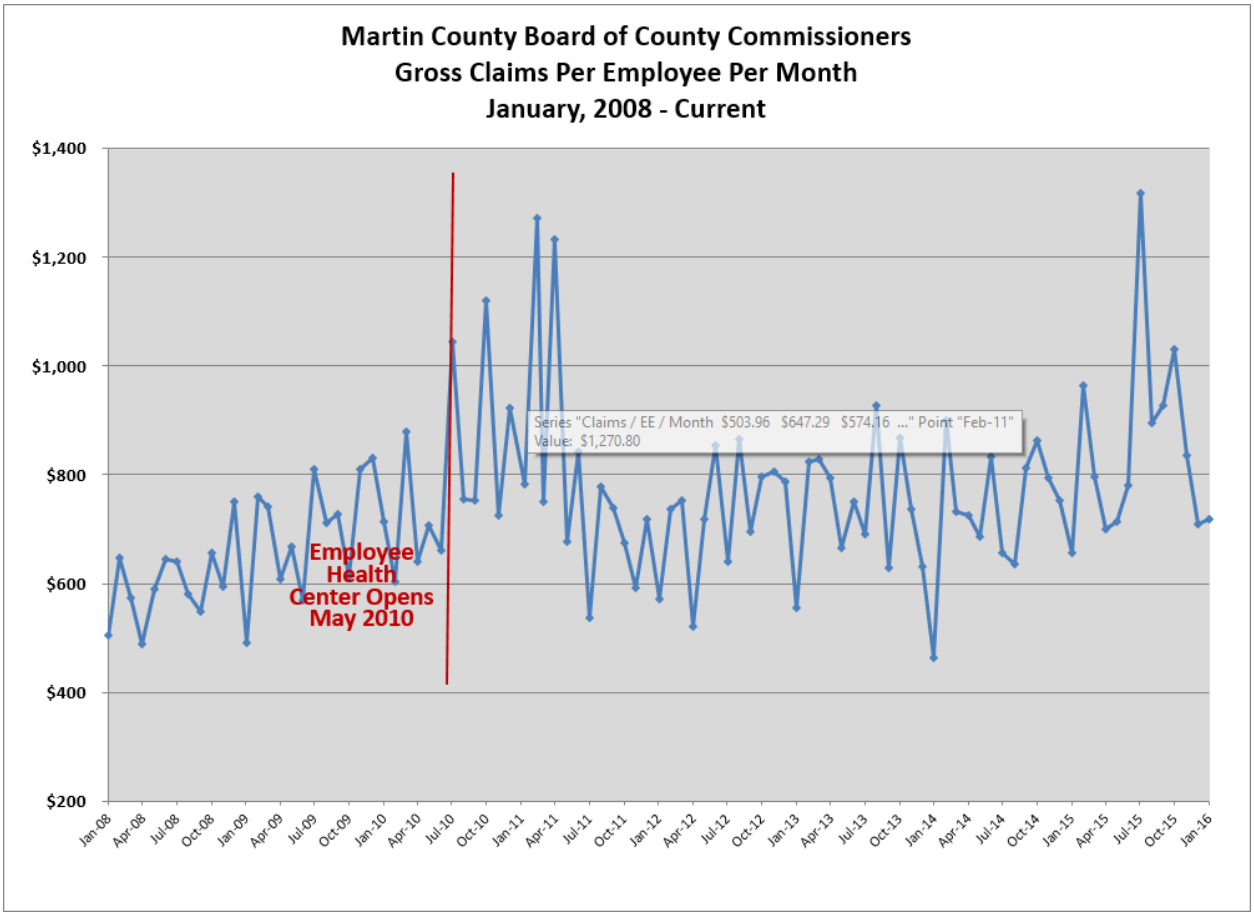
Example 2: County (1,100+ Employees)

Cost Reduction Strategy: Implementation of Onsite Employee Health Center

A victim of double-digit health insurance trend, this county was seeking creative options to combat the effects of increasing medical inflation on its self-insured health insurance program. They had taken all the right steps in implementing consumer driven plan options as well as making recommended plan changes based on the results of Gehring Group's claims analysis; however, were willing to go another step further – to implement an onsite employee health center for its employees. The goals of this undertaking included:

- Providing employees and their dependents with convenient, free access to routine as well as urgent medical care;
- Providing a facility from which to offer an increased level of wellness initiatives and opportunities to focus on preventive medicine through the use of annual Health Risk Assessments, nurse/physician outreach program, disease/case management and coaching and health education training;
- Better management of chronic illnesses including diabetes, cholesterol, and hypertension;
- Providing medical care at a cost lower than through the medical plan;
- Providing generic prescription drugs at a lower cost, thus increasing use of generics and other lower cost alternatives;
- Reducing the effects of medical trend on the County's self-funded health plan; and ultimately
- Reducing the overall number of claims incurred under the County's self-funded health insurance plan.

After conducting a feasibility study to determine whether this concept was a viable option for the County, Gehring Group spearheaded the process of compiling the request of proposal for a clinic vendor. We evaluated all proposals received and assisted the County throughout the selection and implementation process, attending all meetings as necessary. The County ultimately contracted with a local provider and opened its clinic doors in May, 2010. The impact to the County's health insurance claims totals was virtually immediate, as illustrated below. There was a brief spike in claims as previously undiagnosed conditions were uncovered. But as a result, the County was able to provide its employees with free and convenient access to healthcare which positively impacted its premium increases in the long run.



Example 3: Public Sector Entity (4,000+ Employees)

Cost Reduction Strategy: Implementation of Self-Funded Minimum Essential Coverage (MEC) Plan for Variable Hour Employees

As the Employer Shared Responsibility Provision (ESRP) penalty approached for the 2015 plan year, Gehring Group assisted this client in finding a solution to meet the health care reform coverage requirements for variable hour employees who may or may not work more than 30 hours per week. Based on our review of many approaches and evaluating the various options, Gehring Group recommended the implementation of a MEC (Minimum Essential Coverage) plan for this large population of variable hour employees. Offering the MEC plan to this specific class of employees enabled the employer to comply with the "offer of coverage" requirements under the Employer Shared Responsibility Provision of the health care reform law while saving over $1.3 million over the cost of offering them the same traditional health plan offered to full-time employees.

2. **Provide a recent example of an analysis report created by your firm for a client following evaluation of a proposal.**

   Example included in **Exhibit 3.**

3. **Provide sample Requests for Proposal for solicitation of group Life and Health insurance, previously prepared for one of your clients (similar in size to the City) during the past year ending December 31, 2010.**

   Example included in **Exhibit 4.**

4. **Provide sample enrollment packets, flyers, or newsletter articles to employees and retirees that your firm has prepared.**

   Please refer to **Exhibit 6: Employee Communications** for samples of employee benefit guides and various employee communication materials.

TAB D: COST PROPOSAL

QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION. Describe the Proposer's overall willingness to meet both time and budget requirements for the project, in particular, proposed total compensation or unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during contract negotiations to calculate or determine total compensation.

1. **Please describe the various methodologies used for compensation by your firm.**

   Gehring Group currently works under both Agent of Record and Consulting agreements. Under the agent of record arrangement, we are compensated via commission directly from the insurance carriers. Under a consulting agreement, we are compensated directly by the client. Under this arrangement, Gehring Group charges a flat annual service fee which can be billed monthly or quarterly. Gehring Group is open to discussion regarding either arrangement and will always work to accommodate the needs of the City.

2. **What options exist?**

   Gehring Group is open to contracting with the City either under the Agent of Record (commission) or Consultant (flat fee) arrangement and will always work to accommodate the needs of the City.

3. **Provide a complete listing of the types of charges, the basis and method for charging for your services.**

   Gehring Group offers and all-inclusive service model whereby all services outlined within the scope of work are included within the fees proposed in question 7 below. Gehring Group bases its pricing on our knowledge of the scope of work and our significant experience along with efficiencies derived in servicing the public sector and the costs associated. We offer a comprehensive level of service and never pass on any additional fees for travel, printing and our numerous value added services including BenTek® and the City's COBRA administration services.

4. **Have you ever used performance guarantees? If yes, are you currently using them?**

   Yes, Gehring Group has implemented performance guarantees as part of the contracting process resulting from an agent/broker RFP. These may include putting a portion of fees at risk in the event expectations are not adequately met in the areas of account management service, data accuracy and overall client satisfaction.

5. **How could they be applied to the City's Employee Benefits program?**

   Gehring Group is open to discussion regarding any performance guarantees requested by the City.

6. **If selected, are you willing to negotiate fees?**

   Gehring Group is open to discussion regarding all proposed fee and compensation arrangements.

7. **Please give a proposed rate and expected total for services for each of the years.**

AGENT OF RECORD

Gehring Group proposes the following commission structure under an agent of record arrangement for each year:

Line of Coverage:	Commission Rate:
Medical	4%
Dental	10%
Vision	10%
Life and ADD	10%
Disability (LTD, STD)	10%

Commission rates would be addressed annually to accommodate adjustments for premium rate increases.

Gehring Group is open to being compensated on a **commission basis** payable by the applicable carriers or a **flat annual consulting fee** (equal to the estimated commission) paid directly by the client. It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We do not accept indirect compensation such as gifts or trips and we practice full disclosure relating to all direct and indirect compensation. Gehring Group is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks. We do not have a fund or trust that we or a related entity holds, and we do not sell related third party insurance products. The relationships and recognitions Gehring Group does have with carriers are based on premium volume providing us with significant negotiating clout. As one of the top producing brokers/consultants for public sector entities throughout the state, our philosophy has always been to offer complete revenue disclosure upon request which we will continue to practice with the City.

Please note that under either arrangement there be will no additional charges to the City as this arrangement includes:

- BenTek Online Enrollment & Administration Solution
- All travel costs
- Onsite attendance at annual Open Enrollment meetings as needed
- Affordable Care Act compliance and planning assistance by in-house CPAs
- COBRA Administration services
- Development, production and printing of annual employee benefit booklet and other employee communications (Samples included in **Exhibits 5 and 6**)
- Access to Gehring Group Client Portal including CCH's *HR Answers Now*
- Access to *ThinkHR* online H.R. research tool

8. **If selected, would you receive any other form of compensation from any source, such as administrator fee/allowance from vendors, bonus, overrides, compensation from PBMs or any other form of compensation not otherwise characterized and fully disclosed to the City of Oakland Park as commissions? If so, please explain in detail.**

Due to our focus on the public sector, Gehring Group has always had the practice of complete compensation disclosure and transparency, which we would continue to practice with the City of Oakland Park.

9. **Describe how you would prefer to be compensated (i.e. fee for service, monthly retainer, commissions, etc.).**

   Gehring Group's preferred method of compensation is under the agent of record agreement with a commission payable directly from the insurance provider. The majority of our clients operate under this arrangement as it is an all-inclusive service arrangement and they do not have to add a separate budget line item for the provision of these services. But again, we are open to either form of compensation and will accommodate the method that best meets the City's needs and goals.

TAB E: YOUR PRACTICE

1. Describe your experience with employee claim escalation issues.

Your Gehring Group account manager is available to take an active role in assisting the City and its employees in the resolution of unresolved claim issues and billing disputes. Each client's dedicated Client Manager will assist you with any and all issues that may arise. Our response time is always within 24 hours and often times within the hour. Our success rate in resolving issues in a timely fashion is extremely high due to the strong carrier relationships we maintain. For most carriers, we have dedicated service personnel to whom we can address employee claim issues. We document all major issues in our client management system and continuously follow up with the employee, carrier and provider through to resolution. All information remains confidential as Gehring Group is HIPAA compliant. In addition to your assigned Client Manager, Gehring Group also provides three in-house Client Service Specialists specifically for this purpose, so that even if your account manager is temporarily unavailable, there will be someone accessible to you and your employees. These staff members are available to help employees work through claims issues by analyzing the issue and working with the carrier claims department or service representative as well as the provider's office to seek resolution. The internal service personnel are also valuable in helping to resolve escalated claims issues by assisting with writing appeal letters in the event a claim has been denied. They follow up with the applicable carrier claims department or service representative and assist in gathering all required information and documentation and continuously follow up through resolution. Our staff has a proven track record of success in resolving such issues, exhausting all avenues in their efforts to bring each employee issue to resolution.

Some examples of Gehring Group's intervention that resulted in significant savings to employees include:

1. Assisting an employee in resolving $19,000 of denied claims. The employee's dependent child had specific type of surgery and was billed over $19,000. The claims were denied because the carrier claimed a lack of medical necessity. Our team worked closely with both the provider and Florida Blue to provide the medical necessity information and documentation in order to have the claims reprocessed and paid, resulting in the employee only owing his $500 deductible and a $150 facility copay.

2. The dependent of an employee had a skiing accident and received emergency care out of state. After the surgery, he received a "boot" from an out-of-network durable equipment provider. The carrier denied this claim, stating that it was considered a non-covered service and the member was then billed $966. Our team worked with the employee to write an appeal letter on the member's behalf and provided all medical documentation for the carrier to reconsider covering the expense. The appeal was approved and this claim for $966 was processed and paid in-network at 100%.

Our Gehring Group team will follow up with the applicable carrier claims department or service representative and assist in gathering all required information and documentation and continuously follow up throughout the appeal process. They exhaust all avenues in their efforts to bring each employee issue to resolution.

2. **Please describe what support will be provided by your firm in the areas of implementation, managing open enrollment, ongoing new hire enrollment, web development and rollout, including open enrollment meetings.**

Throughout our current contract with the City, Gehring Group has remained deeply involved in all areas of program implementation, new hire and annual open enrollments. Shortly upon selection as the City's agent of record, we implemented the BenTek Online Enrollment and Administration Solution to accomplish a paperless enrollment process for the City and reduce many of the laborious tasks associated with program administration. In addition, the City was then able to transmit enrollment and eligibility data to the carriers electronically at regular intervals throughout the plan year. Please note that our proposal includes the continued use of BenTek to maintain an efficient and effective enrollment and management process.

Implementation

Your team will handle all areas of implementing and renewing all lines of employee benefits coverage referenced within this RFP. This includes ensuring that all paperwork is complete and accurate and is forwarded to the applicable vendors in a timely manner as well as:

- Coordinating implementation process with all selected carriers.
- Developing education materials and employee benefit booklets based on new programs and updates in current plans.
- Aiding in cancellation or renewal of current insurer upon written acceptance from the client.

Enrollment Assistance

Your team is also available to assist with the City's annual open enrollment as well as conduct new hire orientations. We will contact all required vendors to coordinate all materials as well as attendance at open enrollment. We are available to conduct meetings, give presentations, and meet with employees individually to clarify any questions regarding their coverage. In addition, we can provide additional licensed staff to attend meetings at multiple locations and time slots if necessary. We can also conduct new-hire enrollments on a scheduled basis.

Web Based Enrollment Tools

Gehring Group has included the BenTek® online enrollment and administration system within the scope of our proposal. BenTek is a comprehensive on-line benefits enrollment and administration system aimed at increasing efficiencies and reducing the burden of the administration of your employee benefits program.

The online enrollment experience, "Enrollment in 7 Steps", is designed to guide employees through the enrollment process in seven progressive steps, each tracked within the Enrollment Progress Bar. During any enrollment process (Open Enrollment, New Hire, Qualifying Event), employees can view both current and future enrollment and deduction information for all benefit options on one page. Each enrollment module provides a detailed confirmation statement of all elected benefits and deductions that can be saved, printed, and viewed in future sessions. Employees can access detailed plan information such as Summaries of Benefits and Coverage (SBC's), plan summaries, plan comparisons as well as acknowledge compliance notifications, disclaimers, and more.

3. Describe how your firm is taking a leadership role within the industry.

From new insurance and health care concepts to keeping our clients updated regarding new legislation, Gehring Group is not only known for taking a leadership role in the industry, but also known for being pacesetters. This is evidenced by our progressive efforts in ensuring that our clients are taking advantage of all available cost saving insurance concepts and funding arrangements. For example, Gehring Group was the first to implement a consumer driven health plan option for a large public sector employer in Florida during the early 2000's. In addition, we have guided a number of our public sector clients through the entire process of bidding for, evaluating and implementing onsite employee health clinics, many of which have already begun to experience a considerable return on investment. Many of our clients have also implemented innovative wellness programs which incorporate various types of incentives and/or biometrics.

Our leadership role is also evidenced by our proactive response to new legislation. We inform our clients regarding any applicable legislative happenings that may have an impact on them via our informational newsletters (samples included in **Exhibit 7**), face-to-face meetings, and our client portal. Our client portal website allows us to post legislative updates and documents for clients to review, so that as the landscape of health care reform evolves, we can ascertain that they have timely access to relevant documents and analysis to help them navigate through this period of change. Ultimately, Gehring Group has taken a very proactive response to the health care reform legislation and has addressed each of the requirements on behalf of all of our clients to ensure that all policy renewals subject to the mandates are in compliance with this new legislation. We also spearheaded the research on various 1094/1095 reporting vendors; providing our clients with information on several options and allowing them to select the vendor that best meet their needs.

We have also taken on the role as educator which regard to new legislation and health care trends. We host a number of informational seminars and webinars on the new laws for our clients at several locations throughout the state each year so that they have all the information needed to be adequately prepared for any legislative changes and are comfortable in their understanding of the new requirements. As health care reform continues to evolve, Gehring Group will diligently review all newly available product offerings to ensure that our clients are always presented with the best available options while complying with all mandates and requirements of the health care reform legislation.

Lastly, Gehring Group's expertise is well-known throughout the state as evidenced by the repeated number of requests for our staff members to be featured speakers at various Florida public sector associations and other organizations including:

- FAC – Florida Association of Counties
- FERMA – Florida Educational Risk Management Association
- FGFOA – Florida Government Finance Officers Association
- Florida League of Cities
- FPELRA – Florida Public Employer Labor Relations Association
- FPPA – Florida Public Personnel Association
- PRIMA – Public Risk Management Association
- RIMS – Risk & Insurance Management Society
- SHRM – Society for Human Resource Management

Gehring Group is also a member of each of the above listed associations through which we are able to stay abreast of all issues public sector entities are facing today.

4. Describe in detail wellness initiatives you have proposed to clients.

There are many aspects of a wellness program to take into consideration in the early stages of development of the program in order to obtain measurable results:

- Results can be obtained through periodic health risk assessments and screenings; structured and non-structured activities that are provided by internal and external resources;
- Incentive programs may be needed to encourage and sustain participation;
- There must be support of management in order to effectively communicate and encourage participation; and
- What is our budget for the program?

The simplest of Wellness Programs can cost next to nothing; however, Wellness Programs in which health risk assessments and biometric screenings are conducted for the entire employee population and measured throughout several plan years can incur substantial cost to the group.

For many of our who may not have a "wellness budget" per se, Gehring Group has been successful in negotiating "wellness funds" from various health insurance carriers inclusive with their renewal proposals. For these groups from 50 to 150 employees, we have successfully negotiated annual wellness funds in the range of $2,500 to upwards of $10,000 which provides our clients with the ability to offer wellness incentives without impacting their budget. These clients include the Village of Palm Springs, Village of North Palm Beach, Cape Coral Fire Rescue and City of Brooksville to name a few.

Another strategy Gehring Group has employed is to enlist the client's EAP provider or health insurance carrier to provide more extensive disease management and educational wellness seminars. There are also additional carrier programs available to groups the size of the City at no additional cost. One example is Florida Blue's provision of health assessments and biometric screenings to each health plan participant. Upon completion, Florida Blue provides the aggregate statistical data (no personal health information) to the employer which can then be used to determine those aspects of healthcare on which to focus their wellness efforts; whether it be weight loss, stress reduction, smoking cessation or simply increasing the level of physical activity.

Lastly, we have also assisted some of our larger clients in the implementation of a comprehensive wellness plan that includes incentives for lifestyle changes such as weight loss, smoking cessation, lowering their cholesterol, exercise, etc. For example, the Charlotte City Board of City Commissioners conducts an annual employee health fair where employees can take advantage of free medical screenings including cholesterol, body mass index (BMI), blood pressure and blood glucose level.

Another specific example of Gehring Group's involvement in implementing wellness initiatives is the City of Clearwater. During a recent plan year renewal, Gehring Group was able to negotiate with their health insurance carrier to provide a comprehensive wellness program valued at over $200,000 at no cost to the City. The program includes monthly educational sessions regarding specific medical issues, incentives to attend the sessions, ability to earn rewards such as gift cards from popular retailers, and many other benefits. There are smoking cessation and weight loss programs and numerous other resources that employees now have at their disposal.

As a final example, we assisted the City of Sarasota in implementing a customized voluntary wellness program that incorporated five measureable targets and alternative incentive rewards through plan design and reduced payroll deductions. The successful implementation of this program included the negotiation with the carrier to process the testing of the measureable targets inclusively without any co-pays as well as the roll out of a provider confirmation process that was HIPAA compliant. The City is getting ready to begin the fourth year of this program and has successfully provided incentives to its employees to strive for healthier lifestyles.

5. **Please describe your administrative assistance surrounding vendor management. Specifically, do you review operations of carriers and third-party claims administrators for expected performance; act as liaison between vendors and us?**

   Your Gehring Group team is significantly involved in interacting with all of the City's employee benefits vendors. It is our role to act as a liaison between the City and its vendors and represent the City's best interests in negotiating, coordinating, implementing and monitoring all aspects of plan benefits and service. We consistently review carrier performance and interact with claims departments to ensure claims are processed correctly. In addition, we negotiate performance guarantees with vendors regarding implementation, ongoing member service criteria and provider discounts.

   Gehring Group's services include ongoing benefits administration support as well as assistance to employees with provider and claim issues. We often meet with employees individually to facilitate a quick resolution to any claim issues they may be experiencing. Oftentimes, Gehring Group staff acts as the intermediary between the employee, provider and insurance carrier, to expedite the process. Consider your Gehring Group team as a true extension of your HR and Benefits staff. Supporting our client's needs is a fundamental objective at Gehring Group. We take the role of advocacy to heart when representing your employees on claims issues, and we advocate for the organization when negotiating your renewal and communicating with all vendors. Gehring Group will coordinate with vendors to resolve issues on delivery, enrollment, interpretations and other contract issues.

6. **Provide the names, contact information and responsibilities for the proposed service team. If your firm employs underwriters, describe how they will be a part of the team serving Oakland Park.**

   The contact information for the proposed service team is as follows:

   Gehring Group
   11505 Fairchild Gardens Ave., Ste. 202
   Palm Beach Gardens, FL 33410
   Tel: (800) 244-3696 or (561) 626-6797 / Fax: (561) 626-6970

   PROPOSED SERVICE TEAM

   Lead Consultant: Christian Bergstrom, Senior Benefits Consultant
   Christian is the Senior Benefits Consultant responsible for overseeing all aspects of account management to ensure delivery of the highest level of service with the ultimate goal of achieving both client and member satisfaction. His responsibilities will include overall benefits strategy and planning, overseeing the account management and analytical staff as well as meeting with the City as needed and making presentations as required.

Athena Erchard, Benefits Consultant
Athena will work closely with Christian as well as the City's Employee Benefits Analyst, Larry Anchel, in serving the needs of the City as it relates to all financial aspects of the City's employee benefits program. Her evaluation and analysis skills accomplish the Gehring Group's goal of presenting complex analytical information language that can be understood by staff and the public-at-large.

Larry Anchel, Employee Benefits Analyst
Under the direction of your Senior Benefit Consultant and Benefits Consultant, Larry Anchel will be responsible for all financial aspects and analytical services functions including the RFP and evaluation process as well as renewal negotiations. This also includes monitoring available claims utilization reports on a monthly basis (if available) in order to better anticipate future cost increases and make recommendations regarding utilization patterns as well as providing budget and renewal projections.

Primary Account Manager: Jodi Beale, Senior Account Manager
Jodi Beale will serve as the primary Account Manager for the City. Her responsibilities include claims assistance, coordinating and conducting open enrollments and new hire orientations, coordinating wellness fairs, providing assistance with billing and carrier issues, and acting as a resource to our clients regarding numerous compliance issues. She is supported by several other Gehring Group staff members including other account managers, in-house client service specialists and analytical staff to ensure all client needs are met promptly.

In addition to the above service team, the City will also have direct access to additional staff resources with varying specialties including:

- Kate Grangard, CPA, CGMA, CFO – *Health Care Reform Certified*
- Anna Maria Studley, Senior Benefits Consultant
- Christian Bergstrom, Senior Benefits Consultant – *Health Care Reform Certified*
- Sarah Burt, CWWS, CCWS – Wellness Coordinator

Gehring Group holds a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Such strategic hires include former risk management personnel with public sector experience as well as former insurance carrier personnel with significant client service and underwriting experience. We also have former carrier underwriters, who bring their significant experience and expertise into the negotiation of carrier renewals and rates, to the direct benefit of our clients.

*(Detailed resumes are included in **Tab A**.)*

7. If your firm is selected, how would you propose we transition the account?

Gehring Group is pleased to have served the City of Oakland Park over the past five years and look forward to continuing our mutually beneficial relationship. Based on our current relationship, there would be little if no transition required; however, to answer the question, Gehring Group's methodology in bringing on a new client is to make the transition process as simplified and seamless as possible. Therefore, there are two main tasks to complete. These tasks are:

1. Introduction and Expectations meeting
   Immediately following selection, our first priority would be to meet with all applicable staff and carriers/vendors to begin the discovery process. This includes interviewing staff regarding what

they deem to be the positive aspects of their program as well as any areas of particular concern. This includes a review of all lines of coverage and benefits included in their total employee benefits program package. Discussion of the City's future goals will be analyzed. We would complete our "New Client Implementation" checklist which includes such information as City contact names, carrier contacts, waiting periods, payroll frequency, etc. Also, at that time, we will determine a tentative schedule for monthly or quarterly meetings, setting a timetable for claims review and anticipated projects.

2. Carrier/Vendor Engagement & Information Gathering
   In order to perform a comprehensive analysis of your current programs, past programs, claims history and clinic performance, Gehring Group will engage each applicable vendor to obtain all plan documents, policy data, claims experience and all other information relevant to servicing the City. Due to our vendor relationships, we anticipate this also to be a very smooth process. We would also collect all relevant plan documents and benefit summaries in order to become familiar with the details of each policy. In addition, a review of your available claims information, premium rates and all other information would take place in order to evaluate your current in force program. At that time, we will determine a tentative schedule for monthly or quarterly meetings, setting a timetable for the release of any RFP's that may be necessary.

Once onboard, Gehring Group's strategy and service philosophy centers around remaining involved with the City on a year round basis.

TAB F: SPECIAL SERVICES

1. **Describe any unique tools you could employ to assist us in monitoring our healthcare and prescription drug programs.**

   Our team will review historical claims experience, demographic data trends and plan performance from a financial perspective. Our seasoned and experienced analysts review and evaluate each client's plan performance on a monthly basis, with further extensive analysis performed at scheduled intervals, typically annually. As a top-producing broker for all the large group carriers in the State, Gehring Group is granted access to detailed claims data which allows us to identify cost drivers and utilization issues to drive better decisions regarding plan design and uncover cost saving opportunities. We are also able to take advantage of these robust claims reporting systems to compile and present concise and comprehensive plan performance reports that provide committee members and decision makers with the knowledge necessary to make informed program recommendations and decisions.

   What Gehring Group also brings to the table is our extensive public sector experience. In light of the City's size and that fact that the group claims data is not considered 100% credible, we are able to make recommendations based on our experiences with other public sector groups. Based on our review of utilization trends specifically in the public sector market, we are able to provide our clients with valuable insight on factors such as pharmacy utilization, clinic utilization and domestic partner benefits.

2. **Does your firm offer clients the services of an on staff specialist in clinical/quality issues in wellness, disease management and related areas?**

   Gehring Group continues to play an independent role with regard to clinical care consultation. Our staff members have built relationships and networks of independent consultants and resources that we can call upon to succinctly match the needs of our clients' initiatives. Additionally, we have access to and make a point to engage such expertise through the services provided by insurance carriers, employee assistance program providers and other independent wellness and disease management providers.

   Gehring Group has, however, implemented the role of a Wellness Coordinator within our core services. Sarah Burt is a skilled professional with a focus in fitness and corporate wellness program implementation, Sarah has valuable experience in designing and implementing wellness, fitness, and health improvement programs and promotions for one of the nation's leading models for worksite wellness. Sarah's experience involves working with both large and small employee populations and she is focused on long-term participation and results.

   During her years working in this specialized field, Sarah has worked in both the private and public sectors and has achieved a reputable resume which includes the supervision of all health promotion functions for a population of over 400 employees and coordination and implementation of wellness programs for a population of nearly 5000 employees. She has achieved her "Certified Corporate Wellness Specialist" designation and serves as a resource to Gehring Group clients looking to implement and maintain a culture of wellness.

3. Describe your firm's ability to support our established wellness programs and to help us initiate a wellness program of our own?

Gehring Group is available to assist in initiating new wellness programs and/or support wellness programs already established. Gehring Group will partner with the City and will prove to be a valuable asset in assisting the Wellness Committee by providing effective and relevant strategy ideas. Having already implemented many cost saving solutions for our clients, including but not limited to; disease management programs, health risk assessments, wellness initiatives, and carve out programs, Gehring Group has the expertise and know how to assist with these cost saving programs.

Gehring Group has assisted a number of clients in implementing a structured wellness program with the goal of encouraging employees toward a culture of wellness. One example of this is the City of Stuart. Gehring Group played a key role in the implementation of a new wellness initiative at the City of Stuart. Coordinated by Gehring Group's prior Wellness Coordinator, the City's *Working on Wellness (WOW)* campaign kicked off in early 2012. The program began with a meeting with the City Manager to discuss the mission and direction for the wellness initiative, and began the process of working with the City to create a comprehensive, cost effective wellness program.

Gehring was able to negotiate $30,000 in wellness dollars from the City's health insurance carrier to help develop the program. From there, we worked with the City to brand the program through a "Name that Campaign" contest that encouraged the employees to initially engage in the process and feel a sense of ownership in the program. The next step was to set up a team of "wellness ambassadors" to help strategize, communicate information to employees, and develop educational programs. Gehring Group and the City of Stuart, using a Health Summary Report from HRA and biometrics screenings, created targeted wellness and educational programs to directly align with the City's health issues found through the screenings.

Gehring Group's wellness services for the City of Stuart included:

- Branding the Wellness Program
- Creating the WOW logo with our in-house graphics department
- Creating employee interest and satisfaction surveys to encourage engagement
- Creating a "Wellness Map" detailing the programs offered throughout the year
- Developing targeted educational and disease management programs
- Strategizing with wellness ambassadors during bi-monthly meetings
- Working to develop wellness programs with the Employee Health Center
- Advertising the educational seminars with e-blasts and flyers through our graphics department
- Planning an employee health fair
- All planning and budgeting of wellness dollars
- Year-end strategy meeting with City officials to determine direction of the WOW program going forward

The City of Stuart's wellness program received accolades in the Treasure Coast Palm (TCPalm) Newspaper detailing its success in worksite wellness.

4. **Does your firm offer any unique tools that allow employees to research quality of care options?**

BenTek has a customizable employee benefit resource center which can be configured to direct employees to a number of quality assurance rating tools including Medicare's Hospital Compare website. Additionally, quality of care information regarding specific in-network providers and facilities is typically available through the majority of medical insurance provider's websites, therefore, Gehring Group also encourages our clients to take advantage this service which is already built into the cost of the health plan and can be accessed through BenTek. The availability of this information can be communicated through customized communication materials and/or online via a link through the BenTek employee benefit resource center.

In addition, our team is available to assist the City in researching vendors such as Monocle Health Data that focus on analyzing healthcare cost data to empower employees to make more informed healthcare decisions. In conjunction with education, such services help employees become smarter consumers by providing unbiased healthcare rankings based on price, efficiency and quality; finding the most efficient providers for specific illnesses; and, utilizing an easy to use web-based platform.

5. **Describe your company's capabilities with regards to employee communication – both paper and web.**

Gehring Group provides many options to our clients regarding employee communication. From face to face interaction at employee meetings to paper communication pieces, we realize that employee communication is key is having a successful employee benefits program.

Gehring Group employs in-house graphic artists to help us accomplish our communication goals. Having these services available in-house enables us to assist our clients with their employee communication materials more effectively. As part of our agent of record services, we draft and produce employee communication pieces such as payroll stuffers, department posters, mass employee mailings, etc. at no additional cost. This allows our clients to better communicate its employee benefit offerings and keep their employees well educated with regard to their employee benefit options and responsibilities. All of the communication materials included in **Exhibits 5 and 6** such as posters, educational materials and employee benefit handbooks, are compiled and produced in-house.

In addition, Gehring Group provides web-based communication through the BenTek Online Enrollment and Administration System. This system hosts an Employee Benefits Center module with the specific goal of being a one stop shop for information regarding all of the City's employee benefits offerings. It provides you the ability to communicate your benefit offerings to current and potential employees 24 hours a day anywhere Internet connectivity is available from their computer, phone or tablet. Some features of the site include:

- ✓ Open Enrollment
- ✓ New Hire Enrollment
- ✓ Plan Summaries & Certificates
- ✓ Carrier Links
- ✓ Forms
- ✓ Important Contact Information

6. Describe any services you offer around employee focus groups and/or employee surveys.

Your Gehring Group team is available to participate in all employee benefits committees or focus groups. We are active participants in many of our clients' insurance committees and wellness committees, making presentations and/or strategic recommendations upon request. We are also able to conduct employee surveys as needed. One of the most effective ways to acquire employee feedback regarding their benefits program, or any other topic of interest, is through an employee survey. Gehring Group has the ability to accomplish this via paper survey form, or electronically, via the internet. These surveys have proven to generate effective results that aid in future decision making. We continue to develop and refine the types of services and support for our clients to proactively manage all areas of employee benefits.

7. What resources do you use for benchmarking?

Due to Gehring Group's concentration in the public sector, we have a significant amount of employee benefits benchmark data in-house. This includes statistics on plan benefits, employer contributions, waiting periods, trend factors and other related data. In addition, we conduct local entity surveys on a regular basis throughout various regions of the state of Florida. Although we have access to national benchmark data available through such resources as the Kaiser Family Foundation, Mercer and other national research firms, our local benchmark information proves to be more advantageous to our clients. In most cases, national statistics include both public and private sector data for large regions of the country which is oftentimes not reflective of what is happening in the State of Florida, or more specifically, South Florida. In addition, by the time such data is released, it is often more than a year old. With Gehring Group's large public sector client base and our knowledge of the local market, we are able to provide our clients with timely benchmark and trend data.

8. Does your firm offer any education opportunities for clients?

Gehring Group offers various education opportunities for our clients. We are available to host training sessions on applicable topics for client staff. We also host annual seminars for our clients on subject matter relevant to employee benefits and the public sector. During this time of legislative change, Gehring Group has taken on the role of becoming and educational resource in order to ensure that our clients have all the information needed to be adequately prepared for upcoming mandates and are comfortable in their understanding of the new requirements. Upcoming seminars will include other benefits related topics as well as human resources topics. Gehring Group has provided Health Care Reform education and training resources including our *Client Portal*, client seminars and webinars, as well as personalized onsite meetings with HCR certified personnel.

9. How can you assist our organization with motivating our employees and rewarding them for healthy behaviors and professional rewards?

Gehring Group works with our internal and external resources to strategically promote healthy behaviors and lifestyles with your employees and their families. We work closely with HR and Wellness Committees during the planning phases and throughout the year to implement and communicate a variety of effective programs and services for employees. We aim to create an "awareness" culture and engaging environment through our custom communication pieces (posters, flyers, payroll stuffers), health fairs, seminars, and structured physical activities. We take an innovative approach and tailor simple and comprehensive wellness programs to meet the City's needs. We also work closely with medical carriers to strategize and to review your plans for options

that can incorporate specific health targets and behaviors by rewarding the employee through lower deductibles, insurance premiums, etc. We also work with outside health vendors in conjunction with the medical carrier of choice to combine the free resources and services that are available through your community and medical plan.

The goal is to target individuals and groups and teach them how to care for themselves and how to appropriately access their medical benefits and the medical care system as a whole. This starts with proper communication of the City's employee benefits insurance programs and available clinic resources. Educating employees regarding their benefits and encouraging wellness and preventive care is the first step in identifying chronic conditions that may otherwise go undetected.

The specifics of the best approach will vary for each client, so our first step is to determine what kind, if any, changes need to occur for the group to move toward a culture of wellness. Gehring Group works closely in coordination with your carrier to review aggregate data, using claims information to identify areas of opportunity and develop a strategy to achieve this goal.

From there, Gehring Group can coordinate services between carriers, health and wellness vendors, and the client to facilitate the delivery of appropriate and coordinated health management and care management services through various outlets including clinics, educational seminars, management programs offered through the carrier, carrier resources, programs developed by the Gehring Group wellness team, and health improvement wellness challenge platform vendors.

Gehring Group also provides you with access to a Wellness Coordinator, who can advise and assist in designing and implementing programs to help achieve effective population health management practices for your organization. Your Gehring Group Wellness Coordinator has knowledge of various effective wellness vendors and can provide you with an overview of which services may be in your best interest.

In addition, BenTek allows for natural progression towards population health management because it becomes your employee's one stop shop to learn about their benefits and have access to a support line to help them make the best choices possible.

10. Describe any additional services offered by your company that may be of interest to us.

Gehring Group has proposed a full array of services inclusive within our proposed service fee. These services include but are not limited to:

- Bentek Online Enrollment and Administration Solution,
- COBRA administration,
- Customized employee benefits handbook and employee communication materials,
- Health and wellness program coordination,
- Expert RFP and evaluation services,
- Unlimited open enrollment meetings,
- Access to Gehring Group's client portal,
- Access to ThinkHR online human resources research tool,
- Local Health Care Reform seminars and webinars,
- Legislative updates via our newsletters, and

Gehring Group's mission is to see our clients realize real dollar savings and experience greater employee satisfaction through increased communication and availability of benefits information.

What differentiates proposing firm from other firms?

With two decades invested in serving the public sector, Gehring Group is confident in our ability to provide expert level service to Estero Fire Rescue District. In addition to our experience and knowledge, there are several additional differentiating factors between Gehring Group and most other brokerage firms.

Public Sector Focus

Since 85% of the Gehring Group's client base consists of public entities our firm is uniquely qualified in its understanding of public entity issues. We understand the bid process and public record laws while maintaining familiarity with the constantly changing and complex Statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewals and program changes with insurance carriers, Florida insurance trusts, and health insurance consortiums. We have access to benchmark information and are extremely familiar with the public sector market as a whole.

No Commissioned Employees

In addition to our public sector focus, Gehring Group is not organized like a traditional insurance agency. Traditionally, agencies grow by employing a number of producers who sell and manage a "silo" of accounts. Free of this business model, Gehring Group is able to maintain a supportive team environment and culture whereby all employees feel an allegiance and commitment to all of our clients as a whole. What this means to you is that all decisions are made based on what is in the best interest of the client.

Client & Community Support

In addition to a superior service standard, supporting our client's needs is a fundamental objective at Gehring Group. We take the role of advocacy to heart when representing your employees on claims issues, and we advocate for the organization when negotiating your renewal. Further, through our *Helping Hands and Hearts* community service efforts here at Gehring Group, our staff has provided hands on service in the community including assisting programs run by our clients such as *Paint Your Heart Out* through Solid Waste Authority, building homes with *Habitat for Humanity*, supporting the initiatives of The Lord's Place in ending homeless and fundraising for ARC of Palm Beach County. Whether sponsoring or attending a fundraiser or participating in an event or drive, the Gehring Group organization will not only be your supporter and advocate, but your raving fan.

TAB G: LEGISLATIVE/COMPLIANCE

1. Do you have in-house legal advisors who provide counsel to your clients?

In order to remaining completely independent, Gehring Group does not employ legal advisors in-house. Rather, we have formed partnerships with legal professionals within a number of specialties to respond to each client's specific needs based on the issue at hand. Gehring Group maintains relationships with attorney resources who specialize in employee benefits and ERISA, health care reform, human resources, and other specialties as needed to provide our clients with basic assistance.

Gehring Group retains Seyfarth Shaw's Benjamin Conley as an additional resource for legal issues and research regarding health and welfare plans, ERISA and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, ERISA, COBRA and HIPAA privacy regulations. He is also a member of Seyfarth Shaw's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source. In addition to Mr. Conley and his team at Seyfarth, we utilize ERISA attorneys at Ford Harrison including Christine Hanley, a partner in the West Palm Beach, Florida office, to assist when our clients need either basic and/or extended health and welfare regulatory advice. Christine Hanley's practice focuses on regulatory issues affecting the employment relationship. Ms. Hanley and Mr. Conley have been selected by Gehring due to their best in class reputations, straightforward and business centric approach, industry reputation, and Gehring client satisfaction.

Our in-house compliance team includes in house CPA's, our attorney partners, tenured licensed professionals, and seasoned human resources professionals holding the PHR and SPHR designations. We believe independence and transparency are important in our role as advisors. In order to play an "independent role" as your employee benefits consultant, Gehring is not currently involved in any specific political, regulatory or legislative activities. We take the position that we are a resource to our clients and not just a facilitator, so we embrace the learning and dissemination of information.

2. Describe methods you employ to disseminate information about current trends and legislation. Provide examples.

Gehring maintains a strong commitment to remain at the forefront of new legislation, and to educate our clients in a clear and understandable, timely manner with regard to federal and state legislation. We employ a proactive approach to learning, interpreting, and educating on all applicable regulations as released.

We educate our clients regularly by holding on-site and local client seminars, hosting topic specific compliance webinars, authoring easy to read succinct newsletters and email updates, and the maintenance of a web based client portal. Subscribers to our portal additionally receive daily updates from CCH on national regulatory changes. Gehring is recognized within the industry as experts in the employee benefits field.

In summary, Gehring Group employs several methods of informing our clients about changes in federal, state, and/or local laws. These include:

a. Gehring Group Newsletters

Gehring Group provides you with updates regarding any changes in applicable laws and how they might affect your benefits program via our Gehring Group newsletters which are distributed via email and posted on our client portal. Examples of our newsletters are included in **Exhibit 7** for your review.

b. Gehring Group Client Portal

Our client portal website allows us to post our newsletters as well as legislative updates and documents for clients to review, so that as the landscape of health care reform evolves, we can ascertain that they have timely access to relevant documents and analysis to help them navigate through this period of change. Our client portal also hosts recorded versions of our Health Care Reform and other educational webinars and materials.

c. Client Seminars/Webinars

During this time of legislative change, Gehring Group has taken on the role of becoming and educational resource for our clients. Each year, we host several client seminars/webinars on the topic of health care reform and other relevant topics, in order to ensure that our clients have all the information needed to remain in compliance with the mandates and are comfortable in their understanding of the new requirements. (Sample included in **Exhibit 8**.)

Gehring Group has taken a very proactive response to the **Health Care Reform** legislation and is addressing each of the requirements on behalf of all of our clients to ensure that all policy renewals subject to the mandates are in compliance with this new legislation.

d. Face to Face Meetings

Last but not least, Gehring Group will make a point to meet with clients face to face to address issues or opportunities specific to that client. Since Gehring Group sits on the agent advisory councils of many of the major insurance carriers in the state, we are often the first to be informed of new health plan trends and product offerings resulting from the new legislative mandates and can therefore keep our clients well informed of any programs or potential new cost saving opportunities. In addition, we meet with each client to address any changes in state or federal regulations that may affect them.

3. Please identify which of the following compliance services would be provided within the scope of your fee:

- **i. Form 5500 preparation**
- **ii. Summary Annual Report preparation**
- **iii. Plan Document preparation**
- **iv. Special issue research**
- **v. Compliance support for ERISA, COBRA, HIPAA, Section 125**
- **vi. Employee communication materials and newsletters.**

All of the above listed compliance services are included within our proposal.

TAB H: REQUIRED FORMS

1. Acknowledgement of Addenda
2. Proposal Forms
3. Public Entity Crimes
4. Non-Collusion Affidavit
5. Domestic Partner Certification Form
6. Proof of Insurance

Addenda Acknowledgement

No addenda have been issued for this RFP.

SECTION V PROPOSAL FORMS

RFP # 052716

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

a. She/he is an officer of the organization.
b. She/he is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
c. She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature	Kurt Gehring, CEO & President Printed Name & Title
The Gehring Group, Inc. Company Name	11505 Fairchild Gardens Avenue, Suite 202 Company Address
Palm Beach Gardens, Florida 33410 City, State, Zip Code	May 26, 2016 Date
561-626-6797 Phone Number	cindy.thompson@gehringgroup.com Email Address

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA COUNTY PALM BEACH

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

Name of Proposer The Gehring Group, Inc.

Business address 11505 Fairchild Gardens Avenue, #202, Palm Beach Gardens, FL 33410

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 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 any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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 an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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) and 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.

Please check the appropriate paragraph below:

- ☑ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or cCntractor has been convicted of a public entity crime subsequent to July 1, 1989.
- ☐ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or 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

Proposer's Signature

Sworn to and subscribed before me on this 26th day of May, 2016.

(affix seal)

Notary Public Signature

VALERIE JEAN ENSINGER
MY COMMISSION # EE 881098
EXPIRES: March 21, 2017
Bonded Thru Notary Public Underwriters

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME	RELATIONSHIPS
_____	_____
_____	_____

NONE: ✓

Signature of Proposer

Sworn to and subscribed before me on this 26th day of May, 2016.

(affix seal)

Notary Public Signature

VALERIE JEAN ENSINGER
MY COMMISSION # EE 881098
EXPIRES: March 21, 2017
Bonded Thru Notary Public Underwriters

DOMESTIC PARTNERSHIP CERTIFICATION FORM
THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

☑ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents

☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents

☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award

☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

☐ The Proposer's price bid for the initial contract term is $100,000 or less

☐ The Proposer employs less than twenty-five (25) employees

☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents

☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution

☐ The Proposer is a government entity

☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____,

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, Kurt Gehring (Name), CEO & President (Title) of The Gehring Group, Inc. (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Kurt Gehring
Print Name

STATE OF Florida)

COUNTY OF Palm Beach)

SWORN TO AND SUBSCRIBED BEFORE ME this 26th day of May, 2016

by Kurt Gehring, ~~to me personally known~~ or produced

Identification ___type of identification produced:_____

Valerie Jean Ensinger
of Notary Public

My commission expires: March 21 2017 Signature

(SEAL)

ValerieJean Ensinger
Print name of Notary Public

VALERIE JEAN ENSINGER
MY COMMISSION # EE 881098
EXPIRES: March 21, 2017
Bonded Thru Notary Public Underwriters

GEHRGRO-01 STRANEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Annie Uribe
Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Annie.Uribe@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Depositors Insurance Company	42587
INSURER B: Nationwide Insurance Company of America	25453
INSURER C: Twin City Fire Insurance Company	29459
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Gehring Group, Inc.
11505 Fairchild Gardens Ave
Suite 202, Viridian Off Ctr.
Palm Beach Gardens, FL 33410

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ACP GLDO 5954904781	03/12/2016	03/12/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			ACP BAPD5954904781	03/12/2016	03/12/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			ACP CAP 5954904781	03/12/2016	03/12/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below			21WECPO1562	03/12/2016	03/12/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP #15-0-2015/SB

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C. Ray Dorsey

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Policy Renewed. Updated declarations page not yet received.

Arch Insurance Group®

ARCH SPECIALTY INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd., Suite 900
Kansas City, MO 64108

Administrative Address:
One Liberty Plaza, 53rd Floor
New York, NY 10006
Tel: (800) 817-3252

MISCELLANEOUS PROFESSIONAL LIABILITY NETWORK SECURITY AND PRIVACY COVERAGE POLICY DECLARATIONS

Policy Number: SPL0055072-02 **Renewal of:** SPL0055072-01

THIS IS A CLAIMS-MADE AND REPORTED POLICY. SUBJECT TO ITS PROVISIONS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD, UNLESS AN EXTENDED REPORTING PERIOD APPLIES. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1. Named Insured: **Mailing Address**	GEHRING GROUP, INC. 11505 FAIRCHILD GARDENS AVENUE SUITE 102, 202 PALM BEACH GARDENS, FL 33410	
Item 2. Producer Name: **Mailing Address:**	AMWINS BROKERAGE OF GEORGIA 3630 PEACHTREE RD. NE SUITE 1700 ATLANTA, GA 30326	
Item 3. Policy Period:	**Inception Date:** 5/22/2015	**Expiration Date:** 5/22/2016
	(12:01 A.M. Standard time at the address shown above)	
Item 4. Retroactive Date:		
A. Miscellaneous Professional & Media Liability Coverage	• Full Prior Acts applies to $3,000,000 Limit of Liability for Gehring Group, Inc. • May 22, 2013 applies to $2,000,000 excess of $3,000,000 Limit of Liability for Gehring Group, Inc. • March 12, 2010 applies to $1,000,000 excess $1,000,000 for BenTek, Inc • May 22, 2013 applies to $1,000,000 excess $1,000,000 for BenTek, Inc.	
B. Network Security Liability Coverage	May 22, 2013	
C. Privacy Violation Liability Coverage	May 22, 2013	
Item 5. Aggregate Limit of Liability -- Each "Policy Period":	$5,000,000	
Item 6. Sublimits and Deductibles	**Sublimit (A)**	**Deductible (B)**
A. Miscellaneous Professional	$5,000,000	$15,000

06 NPL0002 00 10 08 Page 1 of 2

B. Network Security Liability Coverage	$5,000,000	$15,000
C. Privacy Violation Liability Coverage	$5,000,000	$15,000
D. Computer Network Business Interruption Coverage	No Coverage	N/A
E. Data Loss Coverage	$500,000	$15,000
F. Cyber Extortion Coverage	$5,000,000	$15,000
G. Security Breach Notice Coverage	$2,000,000	$15,000
H. Crisis Management Coverage	$2,000,000	$15,000
I. Regulatory Action Sublimit	$2,000,000	$15,000

Item 7.	**Premium:**	
	State Tax:	$ **BY BROKER**
	Stamping Fee:	$ **BY BROKER**
Item 8.	**Endorsement(s) Effective At Inception:** See attached Schedule of Forms and Endorsements	
Item 9.	**Notice Address:** Arch Specialty Insurance Company Attention: Professional Liability Claims P.O. Box 542033 Omaha, NE 68154 Phone: 877 688-ARCH (2724) Fax: 866 266-3630 E-mail: Claims@ArchInsurance.com	

Surplus Lines Agent's Name: Michael Orren Christian
Surplus Lines Agent's Address: 3630 Peachtree Road NE St. 1700
Atlanta, GA 30326
Surplus Lines Agent's License #: A046973
Producing Agent's Name: Kurt N. Gehring
Producing Agent's Address: 11505 Fairchild Gardens Ave
Palm Beach Gardens FL 33410

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Premium: $25,960.00 Tax: $1,298.00 Service Fee: $45.43
Citizen's Assessment: EMPA Surcharge: Broker Fee:
FHCF Assessment: $337.48 Inspection Fee: Policy Fee:
Surplus Lines Agent's Countersignature:

Arch Specialty Insurance Company is licensed in the state of Nebraska only.

TAB I: EXHIBITS

Exhibit 1: ..... Proof of Financial Stability

Exhibit 2: .....BenTek® - Open Enrollment and Administration Solution

Exhibit 3: ..... Sample Client Evaluation

Exhibit 4: .....Sample Request for Proposal

Exhibit 5: .....Sample Employee Benefits Booklets

Exhibit 6: ..... Sample Employee Communications

Exhibit 7: .....Sample Employee Benefit Newsletters

Exhibit 8: ..... Sample Client Webinar

Exhibit 9: ..... Letters of Recommendation

Exhibit 1
Proof of Financial Stability

TC Thomas & Clough Co., P.A.
CERTIFIED PUBLIC ACCOUNTANTS

May 24, 2016

City of Oakland Park
Financial Services/Purchasing Division
3650 NE 12th Avenue
Oakland Park, FL 33334

To Whom It May Concern:

re: The Gehring Group, Inc.

This Certified Public Accounting firm has provided tax and accounting services to The Gehring Group, Inc. (the "Company"), a private corporation, for more than 9 years. The Company provides insurance brokerage and consulting services. It earns commissions from insurance providers for whom they sell insurance products. Additionally, the Company earns fees providing consulting services for advice and assistance in the administration of clients' insurance related programs.

Throughout the term of our engagement, the Company has consistently demonstrated financial stability and strong operating results. In addition, as a service related business, it regularly maintains significant liquidity and net worth.

We are available to answer any inquiries regarding the Company's financial position and operating results so please do not hesitate to contact us.

Sincerely,

Randy M. Clough, CPA

1919 North Flagler Drive, Suite 300 / West Palm Beach, Florida 33407
Telephone: (561) 655-2004 / Facsimile: (561) 655-2322

Members: American Institute of Certified Public Accountants / Florida Institute of Certified Public Accountants
The CPA: Never Underestimate The Value.℠

Exhibit 2
BenTek® Online Enrollment & Administration Solution

Brochure file size too large to include.

GEHRING GROUP
PROFESSIONAL SERVICES

Exhibit 3
Sample Client Evaluation

CITY OF DANIA BEACH

EMPLOYEE BENEFITS INSURANCE EVALUATION

RENEWAL RECOMMENDATION FOR:

GROUP MEDICAL INSURANCE
GROUP DENTAL INSURANCE
GROUP LIFE INSURANCE
GROUP VISION INSURANCE

PLAN YEAR EFFECTIVE: OCTOBER 1, 2015

August 4th, 2015
Presented By:

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

11505 Fairchild Gardens Ave., Ste. 202
Palm Beach Gardens, FL 33410
Tel: (800) 244-3696 Fax: (561) 626-6970
www.gehringgroup.com

Employee Benefits Renewal Evaluation & Recommendation
Plan Year Effective: October 1, 2015

EXECUTIVE SUMMARY

Pursuant to the City's transition from a self-insured medical, dental and vision program to a fully insured arrangement effective October 1, 2013, Gehring Group and City Staff have met regularly to review and monitor current year plan performance. Transitioning to a fully insured arrangement has allowed the City to budget more effectively and limit the City's claims cost exposure under its employee benefits program.

Background Information

The City of Dania Beach currently offers group medical, dental, vision, life & accidental death insurance to its full time employees, retirees and their dependents (subject to eligibility guidelines). In 2013, the City and Gehring Group conducted a formal RFP and evaluation process to investigate all viable options in an attempt to maintain the most cost effective employee benefits program. Based on the results of our analysis, the Florida League of Cities proposed the most competitive medical option on a fully insured basis, providing a guaranteed cost to the City, saving approximately $700,000 over the 2012/2013 medical self-funded premiums. The current 2014/2015 program is administered by United Health Care and provides City members access to United Healthcare's national provider network. The total annual cost of the medical insurance program for the 2014/2015 plan year is approximately $2,734,555 (based on current enrollment of 179 employees and retirees).

Medical Insurance Renewal

Using an industry standard renewal calculation, Gehring Group's renewal projection yielded an anticipated premium increase of approximately 10.8% based upon current utilization, a 98% claims to premium loss ratio, large claim information, and additional fees required under the Patient Protection and Affordable Care Act (PPACA). Based on these early projections, Gehring Group diligently worked with the Florida League of Cities (FLOC) and was successful in negotiating the initial FLOC renewal down to a 9% increase. The schedule of benefits associated with the FLOC renewal remain the same as the City's current program as outlined in the chart below. Under the Affordable Care Act, all deductibles, coinsurance and copays paid by the employee are required to accumulate to the maximum out of pocket.

	Florida League of Cities UHC Plan 002		Florida League of Cities UHC Plan 002	
Plan Basics	In Network	Out of Network	In Network	Out of Network
Lifetime Maximum	Unlimited			
Calendar Year Deductible				
Single	$250	$500	$250	$500
Family	$500	$1,000	$500	$1,000
Out of Pocket Maximum	Includes Deductible, Copayments, Coinsurance, and Prescription Drug costs		Includes Deductible, Copayments, Coinsurance, and Prescription Drug costs	
Single	$2,500	$5,000	$2,500	$5,000
Family	$5,000	$10,000	$5,000	$10,000
Coinsurance	90%	70%	90%	70%
Office Visits				
Physician Office Visit	$15	CYD + 30%	$15	CYD + 30%
Specialist Visit	$30	CYD + 30%	$30	CYD + 30%
Preventive Care Services	No Charge	Not Covered	No Charge	Not Covered
Independent Clinical Lab	No Charge	CYD + 30%	No Charge	CYD + 30%
Urgent Care Center	$50	CYD + 30%	$50	CYD + 30%
Hospital				
Inpatient	CYD + 10%	CYD + 30%	CYD + 10%	CYD + 30%
Outpatient	$100	CYD + 30%	$100	CYD + 30%
Emergency Room Visit	$125 Copay			
Physician Services in Hospital	CYD + 10%	CYD + 30%	CYD + 10%	CYD + 30%
Advanced Imaging (Outpatient)	$100	CYD + 30%	$100	CYD + 30%
Mental Health / Substance Abuse				
Inpatient	CYD + 10%	CYD + 30%	CYD + 10%	CYD + 30%
Outpatient	$15	CYD + 30%	$15	CYD + 30%
Prescription Drugs				
Tier 1	$10	$10	$10	$10
Tier 2	$35	$35	$35	$35
Tier 3	$60	$60	$60	$60
Tier 4	N/A	N/A	N/A	N/A
Mail Order	2.5 x Retail Copay	Not Covered	2.5 x Retail Copay	Not Covered

Dental Insurance Renewal

In 2013, the City transitioned from a self-insured dental program to a fully insured dental arrangement administered by Reliance Standard Life Insurance Company, providing a guaranteed cost to the City, and saving approximately $150,000 over the 2012/2013 dental self-funded premiums. The Reliance Standard dental PPO also provided a larger dental network, allowing employees to receive additional discounts by utilizing in-network dentists.

Through the renewal negotiation process, Gehring Group was successful in negotiating the City's dental renewal at no rate increase to the City for 12 months.

Vision Insurance Renewal

In 2013, the City transitioned from a self-insured vision reimbursement program to a more traditional fully insured vision arrangement with an extensive provider network administered by Reliance Standard Life Insurance Company. This program provided a guaranteed cost to the City at no increase over the 2012/2013 vision self-funded premiums.

Through this year's renewal process, Gehring Group was successful in negotiating an alternate plan option which included an enhancement to the current vision benefits, increasing the frame frequency from every 24 months to every 12 months at a 5% rate increase to the City.

Life & Disability Insurance Renewal

Gehring Group and the insurance review committee also recommends that the City renew its life and AD&D coverage with Reliance Standard on a fully insured basis. Reliance Standard has an excellent track record with the City in providing competitive plan options for its life insurance coverage as well as excellent customer service. Through the renewal negotiation process, Gehring Group was successful in negotiating the City's life renewal at no rate increase to the City for 12 months.

Lastly, due to the historically low utilization of the City's self-insured short term disability program, Gehring Group recommends that the City continue to self-insure this coverage through the current administrator, Maxon Administrators.

RECOMMENDATION

Upon receipt of the negotiated renewal proposals, City Staff and Gehring Group representatives met with the Insurance Review Committee to evaluate the options proposed. Based on the review of the City's year to date claims experience and the outcome of the renewal negotiation process, Gehring Group, City Staff and the Insurance Review Committee recommend the following for your consideration:

- Maintain current fully insured health insurance program with the Florida League of Cities (United Healthcare) at a 9% rate increase; this includes no plan changes to the City's current program;
- Maintain current fully insured dental program with Reliance Standard with no rate increase with plan benefit enhancements at no rate increase;
- Maintain current fully insured vision program with Reliance Standard with plan benefit enhancements at a 5% rate increase;
- Maintain current fully insured life program with Reliance Standard with no rate increase with plan benefit enhancements at no rate increase;

EXHIBITS

- 2013/2014 Medical Claims Experience
- 2014/2015 Medical Claims Experience
- Medical Renewal Evaluation
- Dental Renewal Evaluation
- Vision Renewal Evaluation
- Life Renewal Evaluation

City of Dania Beach
FMIT/UHC
Fully Insured Claims Experience
Effective: October 1st

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Date	MONTHLY PREMIUM	Medical Claims Payments	Pharmacy Claims Payments	TOTAL PAID CLAIMS	Loss Ratio	TOTAL EE	Claims/EE
October-13	**$ 185,231**	$ 37,780	$ 15,291	**$ 53,071**	29%	178	**$ 298.15**
November-13	**$ 239,688**	$ 108,967	$ 49,255	**$ 158,222**	66%	181	**$ 874.15**
December-13	**$ 198,024**	$ 87,061	$ 33,631	**$ 120,692**	61%	181	**$ 666.81**
January-14	**$ 197,654**	$ 124,551	$ 48,541	**$ 173,092**	88%	183	**$ 945.86**
February-14	**$ 198,390**	$ 181,972	$ 48,583	**$ 230,555**	116%	181	**$ 1,273.78**
March-14	**$ 198,468**	$ 344,943	$ 47,452	**$ 392,395**	198%	181	**$ 2,167.93**
April-14	**$ 200,467**	$ 130,443	$ 48,772	**$ 179,215**	89%	180	**$ 995.64**
May-14	**$ 199,735**	$ 259,027	$ 65,353	**$ 324,380**	162%	181	**$ 1,792.15**
June-14	**$ 195,979**	$ 166,989	$ 40,681	**$ 207,670**	106%	181	**$ 1,147.35**
July-14	**$ 195,491**	$ 426,260	$ 53,022	**$ 479,282**	245%	182	**$ 2,633.42**
August-14	**$ 193,251**	$ 532,091	$ 53,034	**$ 585,125**	303%	178	**$ 3,287.22**
September-14	**$ 187,055**	$ 275,516	$ 39,850	**$ 315,366**	169%	177	**$ 1,781.73**
2013-2014	**$ 2,389,433**	**$ 2,675,600**	**$ 543,465**	**$ 3,219,065**	**135%**	**2164**	**$ 1,487.55**

City of Dania Beach
FMIT/UHC
Fully Insured Claims Experience
Effective: October 1st

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Date	MONTHLY PREMIUM	Medical Claims Payments	Pharmacy Claims Payments	TOTAL PAID CLAIMS	Loss Ratio	TOTAL EE	Claims/EE
October-14	**$ 215,902**	$ 145,067	$ 58,745	**$ 203,812**	94%	176	**$ 1,158.02**
November-14	**$ 221,177**	$ (157,135)	$ 33,890	**$ (123,245)**	-56%	181	**$ (680.91)**
December-14	**$ 220,088**	$ 87,588	$ 58,656	**$ 146,244**	66%	181	**$ 807.98**
January-15	**$ 219,449**	$ 61,427	$ 54,200	**$ 115,627**	53%	180	**$ 642.37**
February-15	**$ 222,539**	$ 68,796	$ 59,311	**$ 128,107**	58%	178	**$ 719.70**
March-15	**$ 221,723**	$ 116,548	$ 47,575	**$ 164,123**	74%	180	**$ 911.79**
April-15	**$ 228,721**	$ 114,884	$ 55,312	**$ 170,196**	74%	183	**$ 930.03**
May-15	**$ 228,195**	$ 53,947	$ 50,867	**$ 104,814**	46%	182	**$ 575.90**
June-15	**$ 222,947**	$ 82,513	$ 43,002	**$ 125,515**	56%	180	**$ 697.31**
July-15	**$ 218,537**	$ 159,654	$ 42,895	**$ 202,549**	93%	178	**$ 1,137.92**
August-15	**$ 222,347**	$ 73,007	$ 42,969	**$ 115,976**	52%	164	**$ 707.17**
September-15	**$ 221,741**	$ 86,774	$ 73,472	**$ 160,246**	72%	165	**$ 971.19**
2014-2015	**$ 2,663,366**	**$ 893,070**	**$ 620,894**	**$ 1,513,964**	**57%**	**2128**	**$ 711.45**

City of Dania Beach
Medical Insurance Renewal - FMIT
Effective Date: October 1, 2015

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		Current		RENEWAL	
		Florida League of Cities UHC Plan 002		Florida League of Cities UHC Plan 002	
Plan Basics		In Network	Out of Network	In Network	Out of Network
Lifetime Maximum		Unlimited		Unlimited	
Calendar Year Deductible					
Single		$250	$500	$250	$500
Family		$500	$1,000	$500	$1,000
Out of Pocket Maximum		Includes Deductible, Copayments, Coinsurance, and Prescription Drug costs		Includes Deductible, Copayments, Coinsurance, and Prescription Drug costs	
Single		$2,500	$5,000	$2,500	$5,000
Family		$5,000	$10,000	$5,000	$10,000
Coinsurance		90%	70%	90%	70%
Office Visits					
Physician Office Visit		$15	CYD + 30%	$15	CYD + 30%
Specialist Visit		$30	CYD + 30%	$30	CYD + 30%
Preventive Care Services		No Charge	Not Covered	No Charge	Not Covered
Independent Clinical Lab		No Charge	CYD + 30%	No Charge	CYD + 30%
Urgent Care Center		$50	CYD + 30%	$50	CYD + 30%
Hospital					
Inpatient		CYD + 10%	CYD + 30%	CYD + 10%	CYD + 30%
Outpatient		$100	CYD + 30%	$100	CYD + 30%
Emergency Room Visit		$125 Copay		$125 Copay	
Physician Services in Hospital		CYD + 10%	CYD + 30%	CYD + 10%	CYD + 30%
Advanced Imaging (Outpatient)		$100	CYD + 30%	$100	CYD + 30%
Mental Health / Substance Abuse					
Inpatient		CYD + 10%	CYD + 30%	CYD + 10%	CYD + 30%
Outpatient		$15	CYD + 30%	$15	CYD + 30%
Prescription Drugs					
Tier 1		$10	$10	$10	$10
Tier 2		$35	$35	$35	$35
Tier 3		$60	$60	$60	$60
Tier 4		N/A	N/A	N/A	N/A
Mail Order		2.5 x Retail Copay	Not Covered	2.5 x Retail Copay	Not Covered
Active / Retiree Pre-65					
Employee Only	48	$660.04		$719.44	
Employee + Family	96	$1,749.28		$1,906.72	
Retiree Post-65*					
Retiree - Single	11	$408.00		Not Offered	
Retiree + Dependent over 65	16	$816.00		Not Offered	
Retiree + 1 Dependent under 65	6	$1,068.04		Not Offered	
Retiree + 2 Dependents under 65	2	$2,157.28		Not Offered	
Pre 65 Only Monthly Premium	**179**	**$199,612.80**		**$217,578.24**	
Annual Premium		**$2,395,353.60**		**$2,610,938.88**	
$ Increase		**n/a**		**$215,585.28**	
% Increase		**n/a**		**9.00%**	

*Retirees and/or retirees with dependent(s) not eligible for Medicare will be subject to modified pricing.

**Gehring Group is currently conducting the bid and evaluation process to investigate all viable options for Medicare Supplement Plan.

City of Dania Beach
PPO Dental Insurance Renewal - Reliance Standard
Effective Date: October 1, 2015

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		CURRENT		RENEWAL	
SCHEDULE OF BENEFITS		**Reliance Standard Plan 1**		**Reliance Standard Plan 1**	
Plan Basics		***In Network***	***Non Network***	***In Network***	***Non Network***
Annual Benefit Maximum		$2,000		$2,000	
Orthodontic Lifetime Max		$1,000		$1,000	
Deductibles					
Single		$50	$50	$50	$50
Family		$150	$150	$150	$150
Deductible Waived for Preventive Services?		Yes	Yes	Yes	Yes
Frequency Limit for Class 1 Services?		2 / year	2 / year	2 / year	2 / year
Benefits					
Class 1 -Preventive / Diagnostic		100%	100%	100%	100%
Class 2 -Basic Services		80%	80%	80%	80%
Class 3 -Major Services		50%	50%	50%	50%
Class 4 -Orthodontia (Up to age 19)		50%	50%	50%	50%
Waiting Period					
Class 3 -Major Services		None		None	
Class 4 -Orthodontia (Up to age 19)		None		None	
Coverage Clarification					
Endodontic and Periodontic are covered as:		Class 2 Services		Class 2 Services	
Out of Network Benefits Payable Level		80% of UCR		80% of UCR	
Rate Guarantee		**Expires 10/1/2015**		**12 Months**	
Monthly Rates					
Employee	48	$31.75		$31.75	
Employee + Family	120	$99.74		$99.74	
Monthly Premium		**$13,493**		**$13,493**	
Annual Premium		**$161,914**		**$161,914**	
$ Increase		**N/A**		**$0.00**	
% Increase		**N/A**		**0.0%**	

City of Dania Beach
Vision Insurance - Reliance Standard
Effective Date: October 1, 2015

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		CURRENT		PROPOSED	
SCHEDULE OF BENEFITS		**Reliance Standard TrueView Plan H**		**Reliance Standard TrueView Plan H**	
		In Network	***Non Network***	***In Network***	***Non Network***
Frequency (Exam/Lenses/Frames)		12 / 12 / 24 months		12 / 12 / ***12*** months	
Services					
Eye Exam		$15 copay	Up to $35	$15 copay	Up to $35
Materials		$15 copay	$15 copay	$15 copay	$15 copay
Eye Examinations					
Optometrist		$15 copay	Not Covered	$15 copay	Not Covered
Lenses (per pair)					
Single Lenses		$15 copay	Up to $25	$15 copay	Up to $25
Bifocal Lenses		$15 copay	Up to $40	$15 copay	Up to $40
Trifocal Lenses		$15 copay	Up to $55	$15 copay	Up to $55
Contact Lenses					
Contact Lenses (Elective)		Up to $115	Up to $92	Up to $115	Up to $92
Medically Necessary		Paid in Full	Up to $200	Paid in Full	Up to $200
Frames		Up to $100	Up to $45	Up to $100	Up to $45
Rate Guarantee		**Expires 10/1/2016**		**12 Months**	
Monthly Rates					
Employee	54	$7.04		$7.39	
Employee + Family	120	$16.80		$17.64	
Monthly Premium		**$2,396**		**$2,516**	
Annual Premium		**$28,754**		**$30,192**	
$ Increase		**N/A**		**$1,437.70**	
% Increase		**N/A**		**5.0%**	

City of Dania Beach
Basic Life and AD&D Insurance RFP Evaluation
Effective Date: October 1, 2015

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	CURRENT	RENEWAL
Basic Life / AD&D	**Reliance Standard**	**Reliance Standard**
Class Description		
Class 1 – F/T Department Head	$100,000	$100,000
Class 2 – F/T Elected Officials and Commissioner	$5,000	$5,000
Class 3 – F/T EE < 1 year of service	1 X Salary to a maximum of $50,000 in increments of $1,000	1 X Salary to a maximum of $50,000 in increments of $1,000
Class 4 – F/T EE >= 1 year of service	2 X Salary to a maximum of $50,000 in increments of $1,000	2 X Salary to a maximum of $50,000 in increments of $1,000
Class 5 – Retiree	$5,000	$5,000
Spouse and Dependent Benefit		
Spouse	$5,000 to $50,000 in increments of $5,000	$5,000 to $50,000 in increments of $5,000
Dependent Child	$500 –14 days to 6 months $5,000 – 6 months and above	$500 –14 days to 6 months $5,000 – 6 months and above
Features		
Waiver of Premium	Included	Included
Conversion Privileges	Included	Included
Accelerated Benefit	75% to max of $500,000	75% to max of $500,000
Age Reduction Schedule:	50% at age 70	50% at age 70
Rate Guarantee		**12 months**
Rates		
Basic Life Rate / $1,000	$0.230	$0.230
AD&D Rate / $1,000	$0.020	$0.020
Total Life and AD&D Rate	**$0.250**	**$0.250**
Estimated Volume	**$5,091,000**	**$5,091,000**
Total Monthly Premium	**$1,272.75**	**$1,272.75**
Total Annual Premium	**$15,273.00**	**$15,273.00**
$ Increase	**N/A**	**$0.00**
% Increase	**N/A**	**0.00%**

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

11505 Fairchild Gardens Ave., Ste. 202
Palm Beach Gardens, FL 33410
Tel: (800) 244-3696 Fax: (561) 626-6970
www.gehringgroup.com

Exhibit 4
Sample Request for Proposal

SAMPLE CLIENT

REQUEST FOR PROPOSAL

MEDICAL INSURANCE
DENTAL PPO INSURANCE
MANAGED DENTAL INSURANCE
VISION INSURANCE
GROUP TERM LIFE INSURANCE
SUPPLEMENTAL LIFE INSURANCE
SHORT-TERM DISABILITY INSURANCE
LONG-TERM DISABILITY INSURANCE
EMPLOYEE ASSISTANCE PROGRAM

As Benefits Consultant, the Gehring Group is soliciting proposals for medical insurance, dental insurance, vision insurance, life insurance, supplemental life insurance, short-term disability insurance, long-term disability insurance, and an Employee Assistance Program for the SAMPLE CLIENT.

One (1) Original and two (2) copies of all proposals must be received at the office of the Gehring Group no later than **Friday September 5th, 2014 by 3:00 P.M. local time.**

Submit your proposal via mail, courier service or hand delivery to: (No faxed or emailed copies please.)

Kurt Gehring, Benefits Consultant
The Gehring Group
11505 Fairchild Gardens Avenue, Suite 202
Palm Beach Gardens, FL 33410
Tel: (561) 626-6797
Fax: (561) 626-6970

The envelope must be identified with the opening date and titled "**SAMPLE CLIENT – INSURANCE PROPOSALS**".

Please address all inquiries regarding this RFP to Dustin Kuehn, Senior Analyst in writing via email to dustin.kuehn@gehringgroup.com.

SAMPLE

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SAMPLE

SAMPLE CLIENT

DEFINITIONS

For the purposes of this Request for Proposal (RFP), a "PROPOSER" shall mean an organization, firm, insurance carrier or trust, or other provider of like service(s) submitting a response to this RFP.

INVITATION TO PROPOSE

The SAMPLE CLIENT is requesting proposals for the insurance coverage's outlined herein. Proposals must be received on or before 3:00 PM (Local Time) on Friday September 5th, 2014 at the office of the Gehring Group, 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410. Normal business hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. Any proposal received after the specified date and time will not be considered.

All proposals not submitted on the required forms will be subject to rejection. Proposals must be signed in ink in the space(s) provided on the Proposal Form(s). The Proposals shall include all information requested on the form(s).

It is agreed by the PROPOSER that the signing and delivery of the Proposal represents the PROPOSER's acceptance of the terms and conditions of the Specifications.

SAMPLE CLIENT reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the Contract on such coverage and terms it deems will best serve the interest of SAMPLE CLIENT. Criteria utilized for determining the most responsible PROPOSER include, but is not limited to: cost, whether the PROPOSER meets SAMPLE CLIENT's published specifications, the PROPOSER's experience, skill, ability, financial capacity, previous performance, and any other factor which could reasonably be asserted as being relevant to successful performance.

Any questions regarding the RFP Specifications and process should be directed to Dustin Kuehn – Senior Analyst at the Gehring Group in writing to dustin.kuehn@gehringgroup.com.

PURPOSE

The purpose of this Request for Proposals is to seek a qualified and responsible carrier to provide employee benefits insurance to the employees of SAMPLE CLIENT. The primary objective of this RFP is for SAMPLE CLIENT to maintain a quality program that will control claims costs and related expenses. The goal is directed towards the highest professional level of responsive claims management while having access to a quality network of providers at an affordable cost.

SAMPLE

INSTRUCTIONS TO PROPOSERS

PREPARATION OF PROPOSALS

PROPOSER shall submit one (1) original and two (2) copies of the Proposal on the prescribed forms provided in the specifications. All proposals should be submitted in a sealed opaque envelope marked **"**SAMPLE CLIENT – INSURANCE PROPOSAL**"**. All copies must be plainly marked by the PROPOSER who will be responsible for their correctness. All blank spaces must be filled in as noted in ink or type. Proposals having erasures or corrections must be initialed in ink by the PROPOSER.

A PROPOSER is expected to fully inform themselves as to the requirements of the Specifications and failure to do so will be at their own risk. A PROPOSER shall not expect to secure relief on the plea of error.

PROPOSAL SUBMISSION AND WITHDRAWAL

Proposals must be received by SAMPLE CLIENT's Benefits Consultant, the Gehring Group, no later than 3:00 PM on Friday September 5th, 2014. Receipt of the proposal after the time and date specified due to failure by the PROPOSER to provide the above information on the outside of the envelope shall result in the rejection of the proposal.

PROPOSERS may withdraw their proposals by notifying the Gehring Group in writing at any time prior to the time set for the proposal receipt deadline. PROPOSERS may withdraw their proposals in person or through an authorized representative. PROPOSERS and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of SAMPLE CLIENT and will not be returned to the PROPOSERS.

ADDENDUM

Should revisions to the RFP become necessary, the Gehring Group will provide a written addendum to all PROPOSERS who requested the RFP. PROPOSERS who obtain RFP documents from other sources must officially register with the Gehring Group in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a prospective PROPOSER may cause the proposal to be rejected as non-responsive if the PROPOSER has failed to submit a proposal **with** an addendum acknowledgment for the most current addendum.

All PROPOSERS should contact the Gehring Group no more than five (5) calendar days before the date fixed for receiving proposals to ascertain whether any addenda have been issued. Failure by the PROPOSER to make this determination could deem their response non-responsive in the event addenda were issued and not acknowledged by the PROPOSER in their response.

SAMPLE

QUALIFICATIONS OF PROPOSERS
SAMPLE CLIENT reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any PROPOSER to perform the work.

RECEIPT AND OPENING OF PROPOSALS
The PROPOSER shall submit his proposal on the form(s) furnished along with all information indicated on the form. The PROPOSER shall enter the company name wherever the Proposal Form so indicates and shall sign or initial the Proposal Form wherever the Proposal Form so indicates. Unsigned proposals will be considered incomplete.

Proposals will be received at the office of the Gehring Group at the following address:

Gehring Group
11505 Fairchild Gardens Avenue, Suite 202
Palm Beach Gardens, FL 33410
(561) 626-6797

CONSIDERATION OF PROPOSALS AND AWARD CONTRACT
SAMPLE CLIENT reserves the right to award separate items to separate vendors, to award in total, or to make no award. SAMPLE CLIENT reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of SAMPLE CLIENT. Criteria utilized by SAMPLE CLIENT for determining the most responsible PROPOSER includes, but is not limited to, cost, whether the PROPOSER meets SAMPLE CLIENT's published specifications, the PROPOSER's experience, skill, ability, financial capacity, previous performance, and any other factor which could reasonably be asserted as being relevant to successful performance.

RECOMMENDATION & SELECTION PROCESS

Proposals will be solicited and received by the Gehring Group, the CLIENT'S competitively selected Consultant. The Gehring Group shall review the submittals and provide a recommendation to SAMPLE CLIENT. SAMPLE CLIENT may require any PROPOSER(S) to make an oral presentation of his/her submittal. At its discretion, SAMPLE CLIENT may conduct a site visitation of a PROPOSER(S) premises. **The Award shall be made by the Executive Director as authorized by the SAMPLE CLIENT Governing Board.**

SAMPLE CLIENT reserves the right to reject all proposals, to waive any informality, and to solicit and re-advertise for new proposals.

SAMPLE

AWARD
The PROPOSER understands that this RFP does not constitute an agreement or a contract with the PROPOSER. An award is not effectuated or binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within SAMPLE CLIENT, and executed by the parties. No Proposal will be accepted from, nor will any award be issued, with any PROPOSER which is in default on any obligation or which has failed to perform faithfully any previous contract with the SAMPLE CLIENT.

CONFLICT OF INTEREST
The PROPOSER, by affixing his signature to the Proposal Form, declares that the proposal is made without any previous understanding, agreement, or connections with any SAMPLE CLIENT official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the PROPOSER further declares that no SAMPLE CLIENT Official, other SAMPLE CLIENT officer, or SAMPLE CLIENT employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the PROPOSER entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

QUESTIONS & CORRESPONDENCE
Please address all inquiries regarding this *Request for Proposal* to:

Dustin Kuehn – Senior Analyst
Gehring Group
11505 Fairchild Gardens Avenue, Suite 202
Palm Beach Gardens, FL 33410
Email: Dustin.kuehn@gehringgroup.com

LEGAL REQUIREMENTS
Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the PROPOSER will in no way be a cause for relief from responsibility.

1. Vendors doing business with SAMPLE CLIENT are prohibited from discriminating against any employee, applicant for employment or client because of race, creed, color, ancestry, religion, national origin, sex, or age with regard to, but not limited to the following: Employment practices, rates of pay or other compensation methods and training selection.

2. Pursuant to Florida Statute 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

SAMPLE

threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of begin placed on the convicted vendor list.

3. The obligations of SAMPLE CLIENT under this award are subject to the availability of funds lawfully appropriated for this purpose.

4. This request for proposal shall be included and incorporated into the final award.

RESERVATION OF RIGHTS

Proposals which contain any alteration, addition, condition, limitation, unauthorized alternatives or which show irregularities of any kind may be rejected by SAMPLE CLIENT as non-responsive or irregular. SAMPLE CLIENT reserves the right to waive any irregularities, technicalities or informalities in any Proposal or to reject any or all Proposals.

PROPOSAL PREPARATION COSTS

Neither SAMPLE CLIENT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. PROPOSERS should prepare their proposals simply and economically, providing a straightforward and concise description of the PROPOSERS ability to meet the requirements of the RFP.

ACCURACY OF PROPOSAL INFORMATION

Any PROPOSER which submits in its proposal to SAMPLE CLIENT any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified from consideration.

INSURANCE

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions deemed acceptable by SAMPLE CLIENT. In the event the PROPOSER is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER'S insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

LICENSES

The awarded PROPOSERS, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of their response to this RFP. Should the PROPOSER not be fully licensed and certified, its proposal shall be rejected.

PROPOSER'S RESPONSIBILITY

Each PROPOSER is required, before submitting his or her proposal, to carefully examine the Proposal specifications and to completely familiarize themselves with all of the terms

SAMPLE

and conditions that are contained within this document. Ignorance on the part of the PROPOSER will in no way relieve him or her of any of the obligations and responsibilities that are a part of this Proposal.

CONTRACTUAL AGREEMENT

This invitation to Propose shall be included and incorporated in the final award. Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any contract or agreement required by PROPOSER must be enclosed at the time of Proposal submittal.

PUBLIC RECORDS

Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this request for proposals will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). PROPOSERS must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. SAMPLE CLIENT reserves the right to make any final determination of the applicability of the Public Records Law.

CODE OF ETHICS

If any PROPOSER violates the Code of Ethics of the State of Florida with respect to this proposal, such PROPOSER may be disqualified from performing this work and future work for SAMPLE CLIENT.

SAMPLE

BACKGROUND & UNDERWRITING INFORMATION

SAMPLE

BACKGROUND & UNDERWRITING INFORMATION

Please read all of the following information carefully before submitting your proposal.

BACKGROUND SUMMARY

Medical Insurance

The SAMPLE CLIENT is fully-insured under a participating contract with Aetna. The existing contract has been in place since January 01, 2012. In 2013, SAMPLE CLIENT removed the gatekeeper status of their medical plans.

Prior to Aetna, SAMPLE CLIENT was insured by Cigna since January 01, 2009. There were minimal plan changes implemented for the 2010 and 2011 plan years.

Prior to being fully insured with CIGNA HealthCare the SAMPLE CLIENT was insured by the Palm Beach County Board of County Commissioners Consortium, made up of the Board of County Commissioners, Palm Tran, SAMPLE CLIENT, and the Supervisor of Elections.

Dental PPO Insurance & Managed Dental Insurance

The SAMPLE CLIENT's current dental program consists of a Dental PPO and a Managed Dental Plan through Aetna (also the current health insurance provider) since 2012. Prior to Aetna, SAMPLE CLIENT maintained dental coverage with CIGNA for over ten years. The premium for dental insurance is 100% employer paid regardless of the dental option and tier of coverage selected if employees participate in one of SAMPLE CLIENT's health insurance options.

Group Vision Insurance

In January 01, 2012, SAMPLE CLIENT offered group vision insurance to employees for the first time through Aetna. SAMPLE CLIENT contributes 100% of the employee only premium.

Group Term Life Insurance

SAMPLE CLIENT's life insurance is provided through Aetna and has been in effect since 2012. Prior to Aetna, SAMPLE CLIENT's life insurance was maintained through Cigna since 2008. There are two classes of insurance; one for active employees and two for retired employees.

Supplemental Group Term Life Insurance

SAMPLE CLIENT's Supplemental Life Insurance is also provided through Aetna. SAMPLE CLIENT currently offers employees the ability to purchase between $10,000 and $100,000 of supplemental life in increments of $10,000. In addition, employees can purchase up to $50,000 for spouses in increments of $5,000. Additionally, Employees can purchase $5,000 per child. Retirees can purchase $5,000 or $10,000.

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Short-Term Disability Insurance

SAMPLE CLIENT's Short-term disability insurance is provided by Aetna. The current plan is rated as a "Per Employee/Per Month" charge and has been in effect since January 1, 2012. Prior to being insured with Aetna, SAMPLE CLIENT maintained short-term disability insurance through Cigna.

Long-Term Disability Insurance

SAMPLE CLIENT's Long-term disability insurance is provided by Aetna. The current plan has been in effect since January 1, 2012. Prior to being insured with Aetna, SAMPLE CLIENT maintained long-term disability insurance through Cigna.

Employee Assistance Program

SAMPLE CLIENT's employee assistance program has been in effect with Aetna since 2012. SAMPLE CLIENT currently offers their employees 6 sessions per year (also available to dependents). Prior to Aetna, SAMPLE CLIENT maintained EAP coverage through Cigna.

SAMPLE

UNDERWRITING INFORMATION & INSTRUCTIONS

1. **SAMPLE CLIENT is requesting proposals for the following insurance coverages**:

   a. MEDICAL INSURANCE PLAN
   - *i. HMO Plan*
   - *ii. POS Plan*

   The goal of this RFP is to solicit proposals that match the current plan level of benefits. Proposers may provide fully insured, open access plans.

   b. DUAL OPTION DENTAL INSURANCE PLAN
   - *i. Dental PPO*
   - *ii. Managed Dental Plan*

   The goal of this RFP is to solicit proposals for a Dental PPO and Managed Dental Plan with benefits that match or improve the current benefits. Refer to Attachment 7 for current schedule of benefits.

   c. GROUP VISION INSURANCE – *SAMPLE CLIENT is requesting that proposers quote a Group Vision Insurance plan with benefits that match or improve on the current plan offering.*

   d. GROUP TERM LIFE INSURANCE – *SAMPLE CLIENT is requesting that proposers quote a Group Term Life Insurance plan with benefits that match or improve on the current plan offering.*

   e. SUPPLEMENTAL GROUP TERM LIFE INSURANCE – *SAMPLE CLIENT is requesting that proposers quote a Group Term Life Insurance plan with benefits that match or improve on the current plan offering.*

   f. SHORT TERM DISABILITY INSURANCE – *SAMPLE CLIENT is requesting that proposers quote a Short-term Disability insurance plan with benefits that match the current. Refer to Attachment 11 for current schedule of benefits.*

   g. LONG TERM DISABILITY INSURANCE – *SAMPLE CLIENT is requesting that proposers quote a Long-term Disability insurance plan with benefits that match the current. Refer to Attachment 12 for current schedule of benefits.*

   h. EMPLOYEE ASSISTANCE PROGRAM – *SAMPLE CLIENT is requesting that proposers quote employee assistance program with benefit equal or greater than the current plan.*

2. **Effective Date**: January 1, 2015

3. Insurance is being requested on a **Fully Insured** basis. Illustrations have been provided detailing how these rates and benefits should be presented.

SAMPLE

4. **Employee Waiting Period for Benefits**: 1st of the month following 60 days of continuous full-time employment.

5. **Employer Contribution:** The SAMPLE CLIENT contributes 100% of the premiums for Dental (regardless of plan chosen), Vision, Life, Short-term Disability, Long-term Disability insurance and employee assistance programs for all eligible employees. Refer to Item #8 for Medical contributions.

6. **Commissions:** All proposals SHALL be quoted NET of commission. No commissions shall be payable in the products proposed.

7. **Fully Insured Premium History :**

HMO

Year	2009	2010	2011	2012	2013	2014
Single	$531.49	$584.64	$643.10	$635.19	$686.18	$716.37
Employee + 1	$1,009.82	$1,110.80	$1,221.88	$1,206.87	$1,303.74	$1,361.10
Family	$1,514.74	$1,666.21	$1,832.83	$1,810.29	$1,955.59	$2,041.64

POS

Year	2009	2010	2011	2012	2013	2014
Single	$545.45	$600.00	$660.00	$718.21	$775.86	$810.00
Employee + 1	$1,036.35	$1,139.99	$1,253.99	$1,364.60	$1,474.13	$1,538.99
Family	$1,554.52	$1,709.97	$1,880.97	$2,046.88	$2,211.18	$2,308.47

SAMPLE

	2009	2010	2011	2012	2013	2014
Dental Insurance	*Cigna*	*Cigna*	*Cigna*	*Aetna*	*Aetna*	*Aetna*
Prepaid			*Schedule Change*	*Schedule Change*		
Single	$21.26	$21.90	$22.56	$10.37	$10.89	$11.43
Family	$55.81	$57.49	$59.22	$27.23	$28.86	$30.30
PPO						
Single	$38.86	$40.41	$42.83	$38.75	$39.91	$42.70
Family	$95.50	$102.44	$108.59	$98.24	$101.18	$108.26

Dental Insurance

Life Insurance

	2009	2010	2011	2012	2013	2014
Basic Life & AD&D	*Cigna*	*Cigna*	*Cigna*	*Aetna*	*Aetna*	*Aetna*
Basic Life Rate/ $1000	$0.21	$0.21	$0.21	$0.175	$0.175	$0.175
AD&D Rate/ $1000	$0.02	$0.02	$0.02	$0.2	$0.2	$0.2
Voluntary Term Life	*Cigna*	*Cigna*	*Cigna*	*Aetna*	*Aetna*	*Aetna*
Rate/ $1000	$0.46	$0.46	$0.46	$0.41	$0.41	$0.41
Dependant Term Life Rate/ $1000	$0.35	$0.35	$0.35	$0.35	$0.35	$0.35

Disability Insurance

	2009	2010	2011	2012	2013	2014
Short Term Disability	*Cigna*	*Cigna*	*Cigna*	*Aetna*	*Aetna*	*Aetna*
Rate per Employee per Month	$14.11	$14.11	$14.11	$11.55	$11.55	$11.55
Long Term Disability	*Cigna*	*Cigna*	*Cigna*	*Aetna*	*Aetna*	*Aetna*
Rate per Employee per Month	$14.93	$14.93	$14.93	$11.41	$11.41	$11.41

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SAMPLE

Employee Assistance Program

	2009	2010	2011	2012	2013	2014
EAP	*CBH*	*CBH*	*CBH*	*Aetna*	*Aetna*	*Aetna*
Rate / EE / Mo.	$2.60	$2.60	$2.60	$2.10	$2.10	$2.10

Vision Insurance

	2012	2013	2014
	Aetna	*Aetna*	*Aetna*
Employee	$5.84	$5.84	$5.84
Family	$9.05	$9.05	$9.05

8. Employee / Employer Contribution:

2014			
Health Insurance	**Employee Contribution**	**Employer Contribution**	**Monthly Premium**
HMO	*Aetna*		
Employee Only	$10.00	$706.37	$716.37
Employee + One	$95.72	$1,265.38	$1,361.10
Employee + Family	$151.80	$1,889.84	$2,041.64
POS			
Employee Only	$20.00	$790.00	$810.00
Employee + One	$168.41	$1,370.58	$1,538.99
Employee + Family	$322.06	$1,986.41	$2,308.47

2014			
Dental Insurance	**Employee Contribution**	**Employer Contribution**	**Monthly Premium**
DHMO	*Aetna*		
Employee Only	$0.00	$11.43	$11.43
Employee + Family	$0.00	$30.30	$30.30
DPPO			
Employee Only	$0.00	$42.70	$42.70
Employee + Family	$0.00	$108.26	$108.26

2014			
Vision Insurance	**Employee Contribution**	**Employer Contribution**	**Monthly Premium**
	Aetna		
Employee Only	$0.00	$5.84	$5.84
Employee + Family	$9.05	$5.84	$14.89

SAMPLE

EXHIBIT SECTION

All exhibits <u>must</u> be completed (Where applicable) and included in your proposal.

SAMPLE

Exhibit Instructions

MEDICAL INSURANCE PROGRAM

Exhibit I: ***Cost Proposal*** – Complete and submit with your proposal.

Exhibit II: ***HMO Schedule of Benefits and Rate Sheet*** – Complete and submit with your proposal.

Exhibit III: ***POS Schedule of Benefits and Rate Sheet*** – Complete and submit with your proposal.

DENTAL INSURANCE PROGRAM

Exhibit IV: ***Dental PPO Schedule of Benefits & Dental Rate Sheet*** – Complete and submit with your proposal.

Exhibit V: ***Managed Dental Plan Rate Sheet*** – Complete and submit with your proposal.

VISION INSURANCE PROGRAM

Exhibit VI: ***Vision Schedule of Benefits & Vision Rate Sheet*** – Complete and submit with your proposal.

LIFE INSURANCE PROGRAM

Exhibit VII: ***Group Term Life Insurance Summary Schedule of Benefits & Rate Sheet*** – Complete and Submit with your proposal.

Exhibit VIII: ***Supplemental Life Insurance Summary Schedule of Benefits & Rate Sheet*** – Complete and Submit with your proposal.

SHORT-TERM DISABILITY INSURANCE PROGRAM

Exhibit IX: ***Summary Schedule of Benefits & Rate Sheet*** – Complete and Submit with your proposal.

LONG-TERM DISABILITY INSURANCE PROGRAM

Exhibit X: ***Summary Schedule of Benefits & Rate Sheet*** – Complete and Submit with your proposal.

EMPLOYEE ASSISTANCE PROGRAM

Exhibit XI: ***Summary Schedule of Benefits & Rate Sheet*** – Complete and Submit with your proposal.

QUESTIONNAIRE

Exhibit XII: Complete and Submit with your proposal.

SAMPLE

Exhibit I
Cost Proposal –Medical

Proposer is required to submit a cost detail for the proposed services, made at the rate of cost per employee per month for the entire term of the contract. Proposer will include any adjustments to the cost if the number of employees substantially varies, if any such adjustments will be proposed. If proposing minimum premium and/or administrative services only with reinsurance attach your cost proposal to this Exhibit.

Please Quote 3-Tier Rates
Rates Effective: January 1, 2015

HMO	**MONTHLY RATE**
Employee	
Employee + 1	
Employee + Family	

POS	**MONTHLY RATE**
Employee	
Employee + 1	
Employee + Family	

1. Rate Guarantee Period:
2. Are all rates valid regardless of actual enrollment on 01/01/2015? Yes___ No___
3. Is proposer willing to waive actively at work provisions? Yes___ No___

_____
_____
AUTHORIZED SIGNATURE PRINT NAME

TITLE: _____ FIRM:
_____

ADDRESS:_____ PHONE
NO:_____

SAMPLE

Exhibit II
HMO Plan

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 3 for current schedule of benefits.)

Schedule of Insurance	*Current HMO Plan*	*Proposed HMO Plan*
Network	Open Access	
Lifetime Maximum	Unlimited	
Out-of-Pocket Maximum		
Single	None	
Family	None	
Out-of-Pocket Maximum	**(Includes Med Copays)**	
Single	$3,000	
Family	$6,000	
Coinsurance (EE Pays)		
Level of Coverage	0%	
Physician Services		
Physician Office Visit	$20	
Specialist Office Visit	$30	
Maternity Care (Pre-Natal)	$30 Initial Visit Only	
Prescription Drug Retail (30 day Supply)		
Preventive Generic	N/A	
Generic	$15	
Preferred Brand Name	$25	
Non Preferred Brand Name	$40	
Mail Order (90 day Supply)	2x Retail Copay	
Hospital Services		
Inpatient	$250 per admission	
Outpatient	$50	
Urgent Care	$35	
Emergency Room Visits	$100	
Major Diagnostics (CT, MRI)	$30	
Lab and X-Ray	No Charge	
Mental Health & Substance Abuse		
Inpatient	$250 per admission	
Outpatient	$30	

SAMPLE

Exhibit III
POS Plan

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 3 for current schedule of benefits.)

Schedule of Insurance	***Current POS Plan***		***Proposed POS Plan***	
	Open Access	Out of Network	In Network	Out of Network
Lifetime Maximum	Unlimited	Unlimited		
Deductible				
Individual	None	$500		
Family	None	$1,000		
Maximum Out-of-Pocket	Includes Coinsurance and Med Copays			
Individual	$3,000	$3,000		
Family	$6,000	$6,000		
Physician Services				
Physician Office Visit Co-Pay	$20	30% after CYD		
Specialist Copay	$30	30% after CYD		
Maternity Care (Pre-Natal)	$30 Initial Visit Only	30% after CYD		
Prescription Drug Retail (30 day Supply)				
Preventive Generic	N/A	Not Covered		
Generic	$15			
Preferred Brand Name	$25			
Non Preferred Brand Name	$40			
Mail Order (90 day Supply)	2x Retail Copay			
Hospital Services				
Inpatient	$250 per admission	30% after CYD		
Outpatient	$50	30% after CYD		
Urgent Care Center	$35	$35		
Major Diagnostics (CT, MRI)	$30	30% after CYD		
Lab and X-Ray	No Charge	30% after CYD		
Emergency Room Visit	$100	$100		
Mental Health & Substance Abuse				
Inpatient	$250 per admission	30% after CYD		
Outpatient	$30	30% after CYD		

SAMPLE

Exhibit IV
Dental PPO

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 6 for current schedule of benefits.)

	CURRENT PLAN		PROPOSED PLAN	
Benefits	**IN-NETWORK**	**OUT-OF-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Calendar Year Maximum	$1,500 per person			
Calendar Year Deductible				
Individual	$25 per person			
Aggregate Family Maximum	$75 per family			
Class 1 – Preventive Care	100%	100%		
Does Deductible apply to Class 1?	No	No		
Class 2 – Basic Restorative Care	100% after deductible	80% after deductible		
Class 3 – Major Restorative Care	60% after deductible	50% after deductible		
Class 4 – Orthodontia	50% after deductible	50% after deductible		
Lifetime Orthodontia Maximum	$1,500	$1,500		
Reimbursement Basis	Fee Schedule	90th Percentile UCR		
Standard Carryover Provision	4th Quarter			
Endodontics & Periodontics Classification	Class 2 – Basic Restorative Care			

PROPOSED RATES
Dental PPO

Single	
Family	
Rate Guarantee Period	

1. Rate Guarantee Period:
2. Are all rates valid regardless of actual enrollment on 01/01/2015? Yes___ No___
3. Are all rates/plans presented on a standalone basis? Yes___ No___
4. Is proposer willing to waive actively at work provisions? Yes___ No___

_____
AUTHORIZED SIGNATURE

PRINT NAME

TITLE: _____

FIRM:

SAMPLE

ADDRESS:_____ PHONE NO:_____

Exhibit V
Managed Dental Plan

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 7 for current schedule of benefits.)

PROPOSED RATES Managed Dental Plan	
Single	
Family	
Rate Guarantee Period	

Proposer must include a complete schedule of copays in their proposal.

1. Rate Guarantee Period:
2. Are all rates valid regardless of actual enrollment on 01/01/2015? Yes___ No___
3. Are all rates/plans presented on a standalone basis? Yes___ No___
4. Is proposer willing to waive actively at work provisions? Yes___ No___

_____
_____
AUTHORIZED SIGNATURE PRINT NAME

TITLE: _____ FIRM:
_____

ADDRESS:_____ PHONE NO:_____

SAMPLE

Exhibit VI
VISION PLAN

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 8 for current schedule of benefits.)

	CURRENT PLAN		PROPOSED PLAN	
Benefits	**IN-NETWORK**	**OUT-OF-NETWORK**	**IN-NETWORK**	**OUT-OF-NETWORK**
Frequency (Exam/Lenses/Frames)	12 Months / 12 Months / 24 Months			
Benefits Payable	*Copay*	*Reimbursement*	*Copay*	*Reimbursement*
Eye Exam	$10	Up to $25		
Singles Lenses	$10	Up to $200		
Bifocal Lenses	$10	Up to $40		
Trifocal Lenses	$10	Up to $65		
Progressive Lenses	N/A	N/A		
Lenses and Frames	*Copay*	*Reimbursement*	*Copay*	*Reimbursement*
Contact Lenses (Elective)	$115 Allowance	Up to $80		
Contact Lenses (Medically Necessary)	Paid in Full	Up to $200		
Frames	$130 Allowance	Up to $65		

PROPOSED RATES
VISION

Single	
Family	
Rate Guarantee Period	

1. Rate Guarantee Period:
2. Are all rates valid regardless of actual enrollment on 01/01/2015? Yes___ No___
3. Are all rates/plans presented on a standalone basis? Yes___ No___
4. Is proposer willing to waive actively at work provisions? Yes___ No___

_____
_____
AUTHORIZED SIGNATURE PRINT NAME

TITLE: _____ FIRM:
_____

SAMPLE

ADDRESS:_____ PHONE NO:_____

Exhibit VII
Group Term Life Insurance

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 10 for current schedule of benefits.)

Class	Class Description	Life Benefit	AD&D Benefit	Contributory
1	Working a minimum of 30 hours per week	3x Base Annual Salary (maximum of $300,000)	3x Base Annual Salary (maximum of $300,000)	Employer Paid
2	Retired after January 1, 1996	$5,000 or $10,000	Not Offered	Retiree Paid

	Current	Proposed
Accelerated Benefit	75% to $250,000	
Portability	Included	
Premium Waiver	Included until age 65	
Conversion	Included	
Age Reductions	Class 1, 2 - 50% at Age 70	

Life Rate / $1,000	
AD&D Rate / $1,000	

SAMPLE

Group Term Life Insurance (cont'd)

1. Rate Guarantee Period:
2. Are all rates valid regardless of actual enrollment on 01/01/2015? Yes___ No____
3. Are all rates/plans presented on a standalone basis? Yes___ No____
4. Is proposer willing to waive actively at work provisions? Yes___ No___

_____
_____
AUTHORIZED SIGNATURE PRINT NAME

TITLE: _____ FIRM:
_____

ADDRESS: _____ PHONE
NO: _____

SAMPLE

Exhibit VIII
Supplemental Group Term Life Insurance

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 10 for current schedule of benefits.)

	Current	Proposed
Class	All Active Employees – Class 1	
Benefit Amount	$10,000 to $100,000 in increments of $10,000	
Guarantee Issue Amount	$100,000	
Accelerated Benefit	75% to $100,000	
Portability	Included	
Premium Waiver	Class 1 – Included if disabled prior to age 60, ends at age 65	
Conversion	Included	
Age Reductions	Class 1 – 50% at Age 70	

Life Rate / $1,000	

Class	Spouse and/or Child(ren) of Eligible Employees
Benefit Amount	**Spouse** – Increments of $5,000 to a maximum of $50,000 (not to exceed 50% of employee amount). **Child** – $5,000
Guarantee Issue Amount	**Spouse** – $25,000 **Child** – $5,000

Spouse / Dependent Life Rate per 1,000	

SAMPLE

Supplemental Group Term Life Insurance (cont'd)

1. Rate Guarantee Period:
2. Are all rates valid regardless of actual enrollment on 01/01/2015? Yes___ No___
3. Are all rates/plans presented on a standalone basis? Yes___ No___
4. Is proposer willing to waive actively at work provisions? Yes___ No___

_____
_____
AUTHORIZED SIGNATURE PRINT NAME

TITLE: _____ FIRM:
_____

ADDRESS:_____ PHONE
NO:_____

SAMPLE

Exhibit IX
Short-Term Disability

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 11 for current schedule of benefits.)

Eligible Employees: All active, full-time employees who work a minimum of 30 hours per week.

BENEFITS	CURRENT	PROPOSED
Weekly Benefit Amount:	60% of basic weekly earnings not to exceed $1,500 per week	
Maximum Benefit Period:	Weekly benefits will be for no more than 22 weeks for any period of Total Disability	
Day Benefits Begin:	*For Injury* - On the 31st consecutive day of disability	
	Must use all accrued sick leave before you are eligible for STD benefits.	

RATES

	Current Rates	Proposed Rates
Rate Per Employee per Month	$11.55	
Rate Guarantee Period		

Please note that SAMPLE CLIENT is requesting that carriers propose Short-Term Disability rates in per employee per month format.

SAMPLE

Exhibit X
Long-Term Disability

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 12 for current schedule of benefits.)

Eligible Employees	All active full-time employees who work a minimum of 30 hours per week.		
Monthly Benefit	60% of basic monthly earnings to a maximum of $7,000 (reduced by benefits payable from other sources listed in the Certificate)		
Minimum Monthly Benefit	$100 or 10% of minimum monthly benefit		
Qualifying Period	180 days		
Duration of Benefits	Benefits will cease on the earlier of: 1) the date you cease to be disabled 2) based on the following schedule		
Age when Disability Began			
Age 62 or under	Disabled at age less than 60.	Maximum benefit duration to age 65	
Age 63	60	36 months	
Age 64	61	30 months	
Age 65	62	24 months	
Age 66	63	21 months	
Age 67	64	18 months	
Age 68	65	15 months	
Age 69 or over	66+	12 months	
Social Security Integration	Full Family Integration		
Disability Definition	2 years own occupation		
Mental Illness Limitation	2 years		
Earnings Test/Residual Disability			
Monthly benefit will be:	1) full monthly benefit for first 12 months 2) Indexation Formula Thereafter		
Lump Sum Survivor	Family Benefits 3 months payable		

Rate Guarantee	N/A	
Rate Per Employee Per Month	$11.41	

Please note that SAMPLE CLIENT is requesting that carriers propose Long-Term Disability rates in per employee per month format.

SAMPLE

Exhibit XI
Employee Assistance Program

Complete the following and submit with your proposal. Proposers must include a detailed outline of your proposed benefits. (Refer to Attachment 15 for current schedule of benefits.)

General Information	CURRENT PLAN	PROPOSED PLAN
Number of Sessions per EE/Dependent per year	6 sessions per EE/dependent per year	
Additional Sessions: Describe in detail the cost/session and coordination with health care provider , if any	Coordinates with health plan	
Workplace Positive Drug Testing	Assits with policies and referrals	
Locations - List All	Nationwide	
Employer Services		
Manager & Supervisor Training	Pool of 8 hours	
Brochures & Workplace Posters: Describe, provide samples and list cost, if any to employer	Provided at no cost	
Comprehensive Reporting: H*ow* often? Include Services Provided, Management/Self Referral	Quarterly Online Reporting	
Initial Orientation Sessions: Must provide adequate number of session to cover all locations and employees	Pool of 8 hours	
Wallet ID & Information Care: Describe, provide sample, describe distribution to employee and cost to employer, if any	Yes	
Employee Seminars: Provide detailed information on topics, list the number of hours included in the cost. Describe how you would coordinate with the Authority for a yearly plan.	Pool of 8 hours	
Critical Incident Debriefings: Describe maximum number of hours that would be provided at no additional charge to employer.	Unlimited number of events up to 10 hours per event	
Quarterly Newsletters: Developed/mailed by EAP Provider to all employees. Authority will provide employee listing on quarterly basis.	Monthly and Quarterly via E-Mail	
Legal / Financial Services	30 Minute Free Legal Consultant	
Rate / Employee / Month	$2.10	
Rate Guarantee Period		

SAMPLE

Exhibit XII
Questionnaire Section

General Information:

1. What are the Average discounts for the area the census covers broken down by:

Average Discount					
Charge Type	Palm Beach	Broward County	Okeechobee County	Dade County	Martin County
In-Patient Hosp	%	%	%	%	%
Out-Patient Hosp	%	%	%	%	%
Doctors	%	%	%	%	%
Urgent Care Centers	%	%	%	%	%
All Others	%	%	%	%	%

2. Please identify which of your networks are included in your proposal.

3. Do you utilize any “wrap” or leased networks not negotiated or owned by your organization?

4. Provide a disruption report if quoting Medical and/or dental services, for the attached provider lists.

5. Please describe your out-of-area coverage for retirees, dependent students or other dependents not residing with the employee (as a result of divorce or other reasons) but covered under their health plan.

Account Services:

6. Provide the name, title, contact information and resume of the individual who would have direct daily account responsibility for the employee benefits program(s) you are proposing. If more than one person will be filling this role, please respond with complete information for all.
7. Will you provide COBRA Administration as a part of your proposed services? If so, are the fees for the COBRA Administration included in the costs associated with your proposed programs or are there separate, additional fees?

8. What is your account team service team’s average response time to client requests or questions?

9. Does your company help facilitate annual open enrollments?
    a. Onsite meetings?
    b. Educational materials?

SAMPLE

Data & Reports:

10. Describe the reports you will provide regarding the utilization and claims associated with the employee benefits program(s) you are proposing. Please indicate in your description if any of the reports would be provided at an additional cost over the fees associated with the programs.

11. Each proposer must confirm that they will provide the following reports upon request (possibly quarterly) of SAMPLE CLIENT:
    a. Large Claimants (over $25,000) inclusive of gender, plan, diagnosis, last date of service, prognosis and if the claimant remains covered on the plan.
    b. Utilization reports by diagnosis, place of service, employee vs. dependent costs.
    c. Prescription drug utilization including number of prescriptions issued for Generic vs. Brand, retail vs. mail order, top drugs paid by cost and top drugs paid by volume.
    d. Monthly paid claims

12. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?

13. Will there be online access for claim reports?

Wellness Services:

14. Does your company offer any wellness services or wellness programs, including wellness funds? Are there any restrictions for usage of the wellness funds? Please describe your offerings in detail.

15. Are there any additional costs to the Client or employees for participation in your wellness programs or services?

16. Will the account team assigned include a designated wellness coordinator? If so, which wellness services will be included?

SAMPLE

References/Other:

17. Please provide a listing of at least three (3) references with a minimum of 300 employees for whom you provide insurance coverage for the program(s) you are proposing. Include the group name, contact name, title and phone number.

Benefits & Claims

18. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled individuals on medical and dental?

19. Will you cover the cost of transferring existing mail order prescriptions from the incumbent carrier?

20. Does your prescription drug proposal(s) include Step Therapy?

21. Please outline your Specialty Drug Process.

22. Please describe the precertification criteria necessary in order for Polysomnography tests to be covered under the medical plan (BMI, neck circumference, ect.)

Renewal Planning & Additional Fees

23. Will your company be willing and/or able to provide the annual renewal for the programs you are proposing a minimum of 120 days prior to the renewal date?

24. Will you provide a "Not to Exceed" amount prior to the renewal?

25. Are you willing to award a multi-year rate guarantee for administrative fees? If so, please provide the details of your guarantee(s).

26. Are there any additional fees for reporting? Please provide all reporting options/packages and their associated costs.

27. Describe any performance guarantee programs your company proposes.

28. Describe any performance guarantees based on Network discount guarantees. Are large claims included in the performance guarantees?

SAMPLE

ATTACHMENTS

Attachment 1: Medical Disruption Analysis

Attachment 2: Medical Insurance Claims Experience

Attachment 3: HMO/POS Medical Insurance Schedule of Benefits

Attachment 4: Dental Disruption Analysis

Attachment 5: Dental Claims Experience

Attachment 6: Dental PPO Schedule of Benefits

Attachment 7: Managed Dental Plan Schedule of Benefits

Attachment 8: Vision Plan Schedule of Benefits

Attachment 9: Vision Claims Experience

Attachment 10: Group Life Insurance Schedule of Benefits

Attachment 11: Short-Term Disability Schedule of Benefits

Attachment 12: Long-Term Disability Schedule of Benefits

Attachment 13: Life / STD / LTD Claims Experience

Attachment 14: Employee Assistance Program Utilization

Attachment 15: Employee Assistance Program Schedule of Benefits

Attachment 16: Employee Census (Excel Format)

SAMPLE

Exhibit 5
Sample Employee Benefits Booklets

2014/2015

Employee Benefits

City of Coconut Creek Florida

Highlights

IMPORTANT CONTACT INFORMATION

City of Coconut Creek	Contact Name	Contact Information
Human Resources and Risk Management	Main Office	Phone: (954) 956-1451
Service	**Provider**	**Contact Information**
Online Benefit Enrollment/Website	BenTek Support	(888) 5-BenTek (523-6835) www.mybentek.com/coconutcreek
Medical Insurance	Cigna	Customer Service: (800) 244-6224 www.mycigna.com
Mail Order Prescription Program	Cigna Home Delivery	Customer Service: (800) 835-3784 www.mycigna.com
Health Savings Account	Cigna - JP Morgan Chase	Customer Service: (866) 524-2483 www.mycigna.com
Dental Insurance	Cigna	Customer Service: (800) 244-6224 www.mycigna.com
Flexible Spending Accounts	KCI Financial Services	Customer Service: (954) 443-4443 Claims Fax: (954) 443-4445 http://kcifinancialservices.com
Employee Assistance Program	Cigna	Customer Service: (877) 622-4327 www.cignabehavioral.com
Life Insurance	Unum	Customer Service: (800) 421-0344 www.unum.com
Short Term Disability Insurance	Unum	Customer Service: (800) 421-0344 www.unum.com
Long Term Disability Insurance	Unum	Customer Service: (800) 421-0344 www.unum.com
Supplemental Insurance	KCI Financial Services	Customer Service: (954) 443-4443 Email: lcohen@kcifinancialservices.com ccohen@kcifinancialservices.com http://kcifinancialservices.com
Long Term Care Insurance	Unum Provident	Customer Service: (866) 679-3054 www.unum.com
Legal Plan & Identity Theft Insurance	LegalShield	Customer Service: (239) 549-4746 www.legalshield.com
Service	**Provider**	**Contact Information**
Claims, Billing & Benefit Assistance		Phone: (800) 244-3696 Email: coconutcreek@gehringgroup.com

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City of Coconut Creek Florida

Introduction

The City of Coconut Creek provides a comprehensive compensation package including group insurance benefits. The Employee Benefits Highlight Booklet provides a general summary of these benefit options as a convenient reference. Please refer to The City of Coconut Creek's Personnel Policies, applicable Union Contracts and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If you require further explanation or need assistance with benefit questions or claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources using the contact information provided.

2014-2015 Plan Year News

The City of Coconut Creek will have the following plan options effective **October 1, 2014 – September 30, 2015**.

Medical Insurance — Cigna is our medical insurance provider with two plans to choose from.

- Open Access Plus In-Network Copay Plan (OAPIN)
- Choice Fund Open Access Plus Qualified High Deductible Health Plan (OAP HDHP)

Please note:
The Open Access Plus Copay Plan (OAP) is no longer being offered by the City. If you are currently enrolled in the OAP Plan you will be able to stay in it for the 2014-2015 Plan Year, or you may enroll in the OAPIN or OAP HDHP plan options.

Health Savings Account (HSA) — Any employee enrolled in the Choice Fund Open Access Qualified High Deductible Health Plan (OAP HDHP) may be able to participate in the Health Savings Account (HSA) offered through Cigna/JP Morgan Chase. This is an interest bearing account and can be payroll deducted throughout the year. Unlike an FSA, the funds in your HSA can rollover, can earn interest and are portable from one employer to another.

Dental Insurance — Cigna is our dental insurance provider with two plans to choose from.

- DHMO Plan
- PPO Plan

Vision Discount Plan — Those selecting any of the medical plans receive one routine vision exam every 24 months at no charge. Additionally, Cigna offers a Vision Discount Plan through its Healthy Rewards Program, which is available to all members participating in any of their medical or dental plans.

Flexible Spending Accounts
KCI Financial Services is our Flexible Spending Account (FSA) administrator. Any employee wishing to contribute to an FSA can do so during open enrollment. Your previous election amount does not automatically continue to the new plan year and *must* be reelected.

Voluntary Life Insurance
Employees can purchase voluntary life insurance for themselves, their spouse, and/or their dependent children through Unum Insurance Company.

Voluntary Benefit Options

- Aflac
- Long Term Care
- Pre-Paid Legal & Identity Theft

Employer Provided Plans

- Basic Life and AD&D Insurance
- Short Term Disability Insurance
- Long Term Disability Insurance
- Employee Assistance Program (EAP)

Notices

COBRA Continuation of Medical Coverage Benefits

Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and/or dependents may be able to continue their enrollment in certain health plans such as medical and dental, if such coverage is terminated or changed due to a qualifying event.

Medicare Part D Creditable Coverage

The City's prescription drug coverage(s) is considered Creditable Coverage under Medicare Part D. If you or your dependents are or will be eligible for Medicare, you may obtain more information by requesting a Medicare Part D Disclosure of Creditable Coverage Notice.

Notice of Privacy Practice of The City of Coconut Creek

The Privacy Notice of the City is available and you can obtain a copy by contacting Human Resources or by logging onto www.mybentek.com/coconutcreek.

More information is available about the above Notices by contacting the Human Resources and Risk Management Department.

Online Benefit Enrollment

BenTek
Technical Support - Email: support@mybentek.com
Technical Support - Phone: (888) 5-BenTek (523-6835)

The City will continue to provide online benefits enrollment through BenTek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to make group insurance benefit elections and changes online during the City's annual open enrollment, new hire orientation as well as through a qualifying events module.

Accessing BenTek:

- Log on to www.mybentek.com/coconutcreek
- Sign in by using your previously created username and password or follow the instructions to set up your own username and password. You may reset your username and password online, but if you need assistance, contact BenTek support at (888) 5-BenTek (523-6835) for assistance.
- Enter BenTek to review current elections, learn about your benefit options, and make any elections or changes.
- You may also update your life insurance beneficiary designation(s).
- You have the option to print out your enrollment summary statement containing all your benefit elections for you and your family including your life insurance beneficiary designations.

Open enrollment has never been easier. Accessible 24 hours a day during the open enrollment process, information about all of your employee benefits election options, including premiums and carrier contact information, are also available to help you make informed decisions. You can also log on to the EBC at any time to review your benefits, access carrier links, update life insurance beneficiaries, and report qualifying events.

If any technical questions arise while visiting the EBC, please email BenTek Support at **support@mybentek.com or call (888) 5-BenTek (523-6835)**, Monday through Friday, during regular business hours.

To access your group insurance benefits online, log on to www.mybentek.com/coconutcreek

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for each Medical Plan Option is **provided as a supplement** to this booklet which is being distributed to New Hires and Existing Employees during open enrollment. These summaries are an important item in understanding your benefit options. A copy of these SBC documents is also available as follows:

From:	Human Resources and Risk Management
Address:	4800 W. Copans Road
	Coconut Creek, FL 33063
Phone:	(954) 956-1451

Through the enrollment software - BenTek: https://www.mybentek.com/coconutcreek

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the actual group certificate of coverage can be reviewed and obtained by contacting the Human Resources and Risk Management Department or on the following web address: https://www.mybentek.com/coconutcreek.

If you have any questions about the plan offerings or coverage options, please contact the Human Resources and Risk Management Department at (954) 956-1451.

Group Insurance Eligibility

The City's group insurance plan year is October 1st through September 30th.

Employee Eligibility

Employees are eligible to participate in the City's insurance plans if they are full-time employees working a minimum of 30 hours per week. Coverage will be effective the first of the month following 30 days of employment. For example: If you are hired on April 11th, your coverage will be effective on June 1st.

Termination

If you separate employment from the City, medical and dental insurance will continue through the end of the month in which the separation occurred. COBRA continuation of coverage may be available as applicable by law.

Dependent Eligibility

A dependent is defined as the ***legal spouse or registered domestic partner and/or dependent child(ren)*** of the participant. Dependent children may be covered through the end of the calendar year in which the child reaches age 26 for medical and dental. The term "child" includes any of the following:

- A natural child
- A stepchild
- A legally adopted child
- A foster child
- A newborn (up to age 18 months) of a covered dependent (Florida)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse

Dependent Eligibility Age Requirements

Over-age Dependents Ages 19-26

Eligibility requirements for eligible Over-age Dependents were eliminated for group medical and dental insurance. Over-age Dependents may be covered by the medical and dental plans through the end of the calendar year in which the child turns age 26.

Florida Only Ages 27-30

Medical coverage may continue to the end of the calendar year in which the dependent reaches the age of 30, if the dependent is:

- Unmarried with no dependents; AND
- A Florida resident, or full-time or part-time student; AND
- Otherwise uninsured; AND
- Not entitled to Medicare benefits under Title XVIII of the Social Security Act, unless the child is handicapped.

Disabled Dependents

Coverage for an unmarried dependent child may be continued beyond age 26 if:

1. The dependent is physically or mentally disabled and incapable of self-sustaining employment; AND
2. The dependent is otherwise eligible for coverage under the group medical plan; AND
3. The dependent has been continuously insured; AND
4. Coverage began prior to the age of 19.

Proof of disability must be provided upon request. Please contact the Human Resources and Risk Management Department if further clarification is required.

Group Insurance Eligibility *(continued)*

Domestic Partner

Domestic Partners may be eligible to participate in the City's medical and dental plans if the partnership is officially registered as a Domestic Partner with Broward, Palm Beach, or Miami-Dade County. The IRS guidelines state that an employee may not receive a tax advantage on any portion of the premium paid related to domestic partner coverage. Employees insuring domestic partners and/or child dependents of a domestic partner will see the insurance premium deductions post-tax and should consult their tax advisor.

Taxable Dependents

Beginning January 1st of the calendar year in which the child reaches age 27 through the end of the calendar year in which the child reaches age 30, that portion of health insurance premium that is attributable to covering the overage dependent (the "OAD value") will be deducted on a post tax basis. The remaining employee contribution, if any (i.e. the amount over and above the OAD value) will continue to be deducted on a pre-tax basis. If the OAD value is greater than the payroll deduction, the additional employer subsidized portion of the value (OAD value minus payroll deduction) will be reported as imputed income to the employee and included as income on the W-2.

Qualifying Events and IRS Code Section 125

IRS Code Section 125

Premiums for medical and dental insurance, certain Aflac policies and contributions to FSA accounts (Health Care and Dependent Care FSAs) are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code (IRC) and are pre-tax to the extent permitted. Under Section 125, changes to your pre-tax benefits can be made ONLY during the Open Enrollment period unless you or your qualified dependents experience a qualifying event and the request to make a change is made within 30 days of the qualifying event.

Under certain circumstances, you may be allowed to make changes to your benefits elections during the plan year, if the event affects your own, your spouse's, or your dependent's coverage eligibility. An "eligible" qualifying event is determined by the Internal Revenue Service (IRS) Code, Section 125.

Examples of Qualifying Events

- You get married or divorced
- You have a child, gain legal custody or adopt a child
- Your spouse and/or other dependent(s) die(s)
- You, your spouse, or dependent(s) terminate or start employment
- An increase or decrease in your work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with an ex-spouse
- Gain or loss of Medicare coverage
- Losing eligibility for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)
- Becoming eligible for State premium assistance under Medicaid or CHIP (60 day notification period)

IMPORTANT

If you experience a qualifying event, **you must contact Human Resources within 30 days of the qualifying event** to make the appropriate changes to your coverage. Beyond 30 days, requests will be denied and the employee may be responsible both legally and financially for any claim and/or expense incurred as a result of the employee or a dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes will take place on the first of the month following the qualifying event, except for newborns which are effective on the date of birth. Any cancellations will be processed at the end of the month, except coverage terminates the date following a death. You will be required to furnish valid documentation supporting a change in status or "Qualifying Event."

Health Savings Account

The Summary of Benefits and Coverage (SBC) Supplement and Summary of Benefits, provided in addition to this Employee Benefits Highlights Booklet, is your primary source of information regarding your Health Reimbursement Account (HRA). The information contained in this Booklet regarding your HSA is intended to supplement your SBC Supplement and Summary of Benefits. The SBC Supplement and Summary of Benefits are only intended to be a summary of the plan's coverage, a copy of the plan document, policy or certificate of coverage, should be consulted to determine the governing contractual provisions of the plan. A copy of the actual group certificate can be reviewed and obtained by contacting JP Morgan Chase at (866) 524-2483. If any information in this booklet unintentionally conflicts with the SBC Supplement, or Summary of Benefits, the group certificate information prevails. If you have any additional questions regarding the plan please contact JP Morgan Chase at (866) 524-2483.

Cigna — JP Morgan Chase
Customer Service: (866) 524-2483
www.mycigna.com

Employees who enroll in **OAP HDHP** may participate in the Health Savings Account (HSA) offered through JP Morgan Chase. Funds in the HSA are interest-bearing and may be used to offset a wide variety of health related costs incurred under the health plan that apply towards your deductible or coinsurance.

- 2014 IRS Calendar Year Contribution Limitations: $3,300 (individual coverage); $6,550 (family coverage)
- 2015 IRS Calendar Year Contribution Limitations: $3,350 (individual coverage); $6,650 (family coverage)
- The HSA catch up contribution for individuals 55 and older remains $1,000

An HSA is an interest-bearing account employees can opt to fund via pre-tax, evenly disbursed payroll deductions or a lump sum payroll deduction; this decision can be made and changed throughout the year with the payroll division. Employee contributions may also be made on an after-tax basis and taken as an above-the-line deduction on their tax return (making such contributions tax-free). Guidelines regarding the HSAs are established by the IRS so be sure to thoroughly review your enrollment materials before deciding if an HSA is right for you.

What do you need to know about your HSA?

- To be eligible to open or contribute to an HSA, you must be covered by a high deductible health plan.
- You may not be covered under another medical plan that is not a high deductible health plan including a plan your spouse may have where he/she has selected family coverage.
- HSA dollars can be used tax-free for all eligible IRS 213.d medical expenses.
- No use-it-or-lose-it rules like an FSA; funds are in the account when needed, now or in the future.
- Participants cannot fund into a traditional medical FSA, it must be a Limited Purpose FSA.
- HSA funds are portable from one employer to another.
- Domestic partners and over-age dependents are not able to use HSA funds for their qualified expenses, even if they are covered under the medical plan, as federal law does not recognize them as a qualified dependent.
- Employees with adult children up to age 30 covered under the health insurance plan, may only use HSA funds for qualified expenses if the adult child is still a tax dependent.
- HSA funds earn interest.
- An account holder will receive two debit cards which will be issued to the member at no cost. An additional card can be issued for an additional service fee.
- An account holder can also request a checkbook for an additional fee per book of 25 checks. Account holders have the option of choosing a checkbook when they enroll via the web.
- Account holders can view their balance and transactions on cigna.com. The account holders can also request paper statements at a cost per paper statement.
- Please refer to your HSA plan for additional information on services and changes.
- HSA funds can be used for eligible medical expenses for dependents even if the dependent is not enrolled in the employee's group insurance benefits as long as it is for a qualified tax dependent.
- **If you are enrolled in Medicare, TRICARE or TRICARE for Life, you are *not* eligible to contribute funds into an HSA.** If you are *not* enrolled in Medicare, TRICARE or TRICARE for Life, then you *are* eligible to enroll and contribute into the HSA up to the 2015 maximum contribution amounts.
- Active Employees NOT on Medicare but with a spouse enrolled in Medicare: Any active employee who is covering a spouse that is enrolled in Medicare may contribute the full family HSA contribution allowed by the IRS. These funds can be utilized for the active employee and spouse expenses.
- Active Employees ON Medicare and with a spouse NOT enrolled in Medicare: Any active employee who is enrolled in Medicare and covering a spouse may not contribute to the HSA. Any remaining balance in the HSA can be utilized until there are no funds remaining.

Medical Insurance: OAPIN Plan At-A-Glance

The Summary of Benefits and Coverage (SBC), provided in addition to this Employee Benefits Highlights Booklet, is your primary source of information regarding your Cigna medical plans. The information contained in this Booklet regarding your medical plans is intended to supplement your SBC and accompanying definitions. If any information in this booklet unintentionally conflicts with the SBC or accompanying definitions, the SBC information prevails. If you have any additional questions regarding the plan please contact Cigna's Customer Service at (800) 244-6224.

Network	Open Access Plus
Calendar Year Deductible (CYD)	**In Network**
Single	$1,000
Family	$2,000
Coinsurance	**In Network**
Member Responsibility	10%
Calendar Year Out-of-Pocket Limit	**In Network**
Single	$4,000
Family	$8,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance and Copays (Excludes Rx)
Physician Services	**In Network**
Physician Office Visit (PCP) (No PCP Election Required)	$30 Copay
Specialist Office Visit (No Referral Required)	$50 Copay
Diagnostic Services*	**In-Network**
Clinical Lab (Blood Work) at Independent Facility	No Copay
X-rays at Independent Facility	No Copay
Advanced Imaging (MRI, PET, CT) at Outpatient Facility	10%
Hospital Services	**In Network**
Inpatient	10% After CYD
Outpatient Surgery	10% After CYD
Physician Services at Hospital	10% After CYD
Emergency Room (Waived if Admitted)	$200 Copay
Urgent Care (Waived if Admitted)	$75 Copay
Mental Health / Alcohol & Substance Abuse	**In Network**
Inpatient	10% After CYD
Outpatient	$50 Copay
Physician Office Visit	$50 Copay
Prescription Drugs (Rx)	**In Network**
Generic	$15 Copay
Preferred Brand Name	$35 Copay
Non-Preferred Brand Name	$60 Copay
Mail Order Drug (90 Day Supply)	2x Retail Copay

***Level of coverage may vary based on the place of service.**

Medical Insurance: OAP HDHP Plan At-A-Glance

The Summary of Benefits and Coverage (SBC), provided in addition to this Employee Benefits Highlights Booklet, is your primary source of information regarding your Cigna medical plans. The information contained in this Booklet regarding your medical plans is intended to supplement your SBC and accompanying definitions. If any information in this booklet unintentionally conflicts with the SBC or accompanying definitions, the SBC information prevails. If you have any additional questions regarding the plan please contact Cigna's Customer Service at (800) 244-6224.

Network	Open Access Plus	
Calendar Year Deductible (CYD)	**In Network**	**Out of Network**
Individual	$2,500	$5,000
Family	$5,000	$10,000
Coinsurance	**In Network**	**Out of Network**
Member Responsibility	0%	30%
Calendar Year Out-of-Pocket Limit	**In Network**	**Out of Network***
Individual	$2,500	$10,000
Family	$5,000	$20,000
What Applies to the Out-of-Pocket Limit?	Deductibles and Coinsurance	
Physician Services	**In Network**	**Out of Network***
Physician Office Visit	0% After CYD	30% After CYD
Specialist Office Visit		
Diagnostic Services	**In Network**	**Out of Network***
Clinical Lab (Blood Work) at Independent Facility	0% After CYD	30% After CYD
X-rays at Independent Facility		
Advanced Imaging (MRI, PET, CT) at Outpatient Facility	0% After CYD	
Hospital Services	**In Network**	**Out of Network***
Inpatient	0% After CYD	30% After CYD
Outpatient		30% After CYD
Physician Services at Hospital		30% After CYD
Emergency Room		0% After CYD
Urgent Care Facility		0% After CYD
Mental Health / Alcohol & Substance Abuse	**In Network**	**Out of Network***
Inpatient and/or Outpatient	0% After CYD	30% After CYD
Prescription Drugs (Rx)	**In Network**	**Out of Network***
Generic	0% After CYD	30% After CYD
Preferred Brand Name	0% After CYD	
Non-Preferred Brand Name	0% After CYD	
Mail Order Drug (90 Day Supply)	0% After CYD	Not Covered

*Out-Of-Network Balance Billing

For information regarding Out-Of-Network Balance Billing that may be charged by an out-of-network provider for services rendered, please refer to the Out of Network Benefits section on the Summary of Benefits and Coverage (SBC).

Medical Insurance: OAP Plan At-A-Glance (Plan No Longer Offered)

The Summary of Benefits and Coverage (SBC), provided in addition to this Employee Benefits Highlights Booklet, is your primary source of information regarding your Cigna medical plans. The information contained in this Booklet regarding your medical plans is intended to supplement your SBC and accompanying definitions. If any information in this booklet unintentionally conflicts with the SBC or accompanying definitions, the SBC information prevails. If you have any additional questions regarding the plan please contact Cigna's Customer Service at (800) 244-6224.

Network	Open Access Plus	
Calendar Year Deductible (CYD)	**In Network**	**Out of Network**
Single	$1,000	$4,000
Family	$2,000	$8,000
Coinsurance (when applicable)	**In Network**	**Out of Network**
Member Responsibility	10%	30%
Calendar Year Out-of-Pocket Limit	**In Network**	**Out of Network**
Single	$4,000	$6,000
Family	$8,000	$12,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance and Copays (Excludes Rx)	
Physician Services	**In Network**	**Out of Network***
Primary Care Physician (PCP) (No PCP Election Required)	$30 Copay	30% After CYD
Specialists (No Referral Required)	$50 Copay	30% After CYD
Diagnostic Services**	**In-Network**	**Out of Network***
Clinical Lab (Blood Work) at Independent Facility	No Charge	30% After CYD
X-rays at Independent Facility	No Charge	30% After CYD
Advanced Imaging (MRI, PET, CT) at Outpatient Facility	10%	30% After CYD***
Hospital Services	**In Network**	**Out of Network***
Inpatient	10% After CYD	30% After CYD
Outpatient Surgery	10% After CYD	30% After CYD
Physician Services at Hospital	10% After CYD	30% After CYD
Emergency Room (Waived if Admitted)	$200 Copay	
Urgent Care Facility (Waived if Admitted)	$75 Copay	
Mental Health/Substance Abuse Services	**In Network**	**Out of Network***
Inpatient	10% After CYD	30% After CYD
Outpatient	10% After CYD	30% After CYD
Physician Office Visit	$50 Copay	30% After CYD
Prescription Drugs (Rx)	**In Network**	**Out of Network***
Generic	$15 Copay	30%
Preferred Brand Name	$35 Copay	
Non-Preferred Brand Name	$60 Copay	
Mail Order Program (90-day supply)	2x Retail Copay	Not Covered

***Out-Of-Network Balance Billing**

For information regarding Out-Of-Network Balance Billing that may be charged by an out-of-network provider for services rendered, please refer to the Out of Network Benefits section on the Summary of Benefits and Coverage (SBC).

****Level of coverage may vary based on the place of service.**

***** Pre-certification is required or the level of coverage is reduced.**

Dental Insurance: DHMO Plan

Cigna
Customer Service: (800) 244-6224
www.mycigna.com

The City offers two dental insurance plans through Cigna. A brief description of the DHMO Plan is provided below and a summary of benefits is provided on the following page. For detailed coverages, exclusions and stipulations, please refer to the carrier's benefit summary or contact Cigna's Customer Service.

In-Network Benefits

The DHMO Plan is an in-network only plan that requires you to select and receive services from a Primary Dental Provider. In order to receive services, you can select any participating dentist in the network. This dental plan utilizes the **Dental Care HMO Network**. This plan does not provide any coverage for services received out-of-network.

The DHMO plan's schedule of benefits is set forth by the Patient Charge Schedule (fee schedule), which is highlighted on the following page. Please refer to your plan's Certificate of Coverage for a detailed listing of charges and what is covered.

Out-of-Network Benefits

The DHMO Plan does not provide benefits for services received by providers who do not participate in the **Cigna Dental Care HMO Network** (considered "out of network"). You will pay out of pocket if you utilize any out-of-network providers.

How To Locate a Provider

To search for a participating provider, contact Customer Service or go to www.mycigna.com, select "Find a Doctor," then click on "Select a Plan For Your Search." Choose the "**Cigna Dental Care (HMO)**," and click "Select." Fill in the rest of your criteria and click "Search."

Calendar Year Deductible

There is no Calendar Year Deductible that needs to be met on this plan option.

Calendar Year Out-of-Pocket Maximum

This plan is not subject to any out-of-pocket benefit maximums.

Please Note the Following:

- *Each covered member may receive up to 2 free cleanings per calendar year. Members can also receive 2 additional cleanings for a $50 copay ($40 for children).*
- *Coverage and age limitations may apply for some services. Check your Plan Summary or contact Cigna prior to having services rendered.*

Dental Insurance: DHMO Plan At-A-Glance

Network	Dental Care HMO	
Calendar Year Benefit Maximum	**In Network Only**	
Per Member	None	
Calendar Year Deductible (CYD)	**In Network Only**	
Per Member	None	
Per Family	None	
Waived for Class I Services?	Not Applicable	
Class I Services: Diagnostic & Preventative	**Code**	**In Network**
Office Visit for Observation	9430	$6 Copay
Routine Oral Exam	0150	$0 Copay
Routine Cleanings (2 Annually)	1110/1120	$0 Copay
Bitewing X-rays	0272	$0 Copay
Complete X-rays (Every 3 Years)	0210	$0 Copay
Fluoride Treatments To Age 19 (2 Per Year)	1203	$0 Copay
Sealants	1351	$11 Copay
Space Maintainers	1510	$30 Copay
Emergency Care to Relieve Pain	9110	$6 Copay
Class II Services: Basic Restorative	**Code**	**In Network**
Fillings (Amalgam)	2140	$0 Copay
Fillings (Composite; Anterior)	2330	$0 Copay
Fillings (Composite; Posterior)	2391	$65 Copay
Simple Extractions	7140	$6 Copay
Root Canal Therapy* (Excluding Final Restoration)	3330	$275 Copay
Periodontal Services	4341	$45 Copay
General Anesthesia (First 30 Minutes)	9220	$160 Copay
Repairs to Dentures*	5510	$35 Copay
Class III Services: Major Restorative	**Code**	**In Network**
Bridges*	5213/5214	$200 Copay
Crowns*	2752	$230 Copay
Dentures*	5110/5120	$185 Copay
Class IV Services: Orthodontia	**Code**	**In Network**
Lifetime Maximum	N/A	None
Benefit — Child* (Up to 19th Birthday)	8670	$1,460 Copay
Benefit — Adult*	8670	$2,160 Copay

***Additional charges may apply. Please see your plan summary or contact Cigna's Customer Service for details specific to your procedure.**

Dental Insurance: PPO Plan

Cigna
Customer Service: (800) 244-6224
www.cigna.com

The City offers dental insurance through Cigna. A brief description of the PPO Plan is provided below, and a summary of benefits is provided on the following page. For detailed coverages, exclusions and stipulations, please refer to the carrier's benefit summary or contact Cigna's Customer Service.

In-Network Benefits

The PPO Plan is "open access" and allows you to receive services from any dental provider without selecting a Primary Dental Provider (PDP) and does not require referrals to specialists. The network of participating dental providers the plan utilizes is the **Core Network**. The PPO Plan provides benefits for services received from in-network and out-of-network providers. Members have the ability to maximize benefits by receiving services from providers in the **Core Network** because they have agreed to accept Cigna's discounted fees.

Out-of-Network Benefits

Providers who do not contract with insurance carriers because they do not accept their discounted rates are referred to as "non-participating" or "out of network." Understanding how your insurance company pays for out-of-network services is important because you will usually pay more.

The insurance company processes charges based on what it determines the "Usual, Customary and Reasonable (UCR)" charge is for a specific service. UCR or the "allowed amount" can be defined as the most common charge for a particular dental procedure performed in a specific geographic area. Since there is no contract in place between the insurance company and out-of-network provider, the dentist may charge an amount higher than the UCR. The difference between the UCR amount and the dentist's higher charge is called "balance billing." **Balance billing is in addition to your deductible and coinsurance responsibility**.

How To Locate a Provider

To search for a participating provider, contact Customer Service or go to cigna.com, select "Find a Doctor," then click on "Select a Plan For Your Search." Choose the "**Cigna Dental PPO**" then "**Core Network,**" and click "Select." Fill in the rest of your criteria and click "Search."

Calendar Year Deductible

The PPO Plan benefits begin once each covered member satisfies a $50 in-network or $100 out-of-network Calendar Year Deductible (CYD) (waived for Class I services). Once any 3 members of a family meet the deductible, it will be considered met for all covered members in that family. The deductible is waived for Preventive and Diagnostic Services.

Coinsurance

The percentage of coinsurance a covered member is responsible for is based upon the plan's discounted fee assigned to each particular service. For example, in Class II services (Basic Restorative Care), the plan pays 80% coinsurance for out-of-network services and the member is responsible for 20% coinsurance, once the annual deductible has been satisfied.

Please Note: *Out-of-Network providers may also "balance bill."*

Calendar Year Benefit Maximum

The maximum benefit the PPO Plan will pay for each covered member is $2,000 for in- and out-of-network services combined. All services, including Preventive and Diagnostic Services, accumulate towards your Calendar Year Benefit Maximum.

Dental Insurance: Base PPO Plan At-A-Glance

Network	Core Network	
Calendar Year Deductible (CYD)	**In Network**	**Out of Network**
Per Member	$50	$100
Per Family	$150	$300
Waived for Class I Services?	Yes	
Calendar Year Benefit Maximum	**In and Out of Network Combined**	
Per Member	$2,000	
Class I Services: Diagnostic & Preventative	**In Network**	**Out of Network***
Routine Oral Exam (2 Per Year)	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived *(Subject to Balance Billing)*
Routine Cleanings (2 Per Year)		
Complete X-rays (Every 3 Years)		
Bitewing X-rays (2 Per Year)		
Emergency Care to Relieve Pain		
Class II Services: Basic Restorative	**In Network**	**Out of Network***
Fillings	Plan Pays: 100%	Plan Pays: 80% *(Subject to Balance Billing)*
Extractions / Oral Surgery		
Root Canal Therapy / Endodontics		
Periodontics		
General Anesthesia		
Class III Services: Major Restorative	**In Network**	**Out of Network***
Crowns	Plan Pays: 60%	Plan Pays: 50% *(Subject to Balance Billing)*
Bridges		
Dentures		

***Out-Of-Network Balance Billing**

For information regarding out-of-network balance billing that may be charged by an out-of-network provider for services rendered, please refer to the Out-of-Network Benefits section on the previous page.

Please Note the Following:

- *Teeth missing prior to coverage under the Cigna Dental Plan are not covered.*
- *If a plan treatment is going to exceed $200, you should ask your dentist to file a pretreatment review.*
- *Each covered family member may receive up to 2 cleanings per calendar year.*
- *Coverage and age limitations may apply for some services. Check your Plan Summary or contact Cigna prior to having services rendered.*

Flexible Spending Accounts

KCI Financial Services
Customer Service: (954) 443-4443
http://kcifinancialservices.com

Claims Email: claims@kcifinancialservices.com
Address: P.O. Box 49347
Sarasota, FL 34230

The City offers Flexible Spending Accounts (FSA) administered through KCI Financial Services.

If you have predictable medical expenses for yourself or your family, such as deductibles, coinsurance, copays, or any dependent work-related day care expenses, FSAs may be right for you. FSAs allow you to set aside money on a pre-tax basis for reimbursement of qualified health care expenses and dependent care expenses you regularly pay with after-tax dollars. The amount you set aside is not taxed and is automatically deducted from your paycheck and deposited into your FSA account. During the year, you have access to this account for reimbursement of qualified medical expenses that are not reimbursed or covered by insurance. An FSA not only results in a substantial tax savings, it also increases your spending power. There are two types of FSAs:

Health Care Reimbursement Account	Dependent Care Reimbursement Account
This account allows you to set aside up to an **annual maximum of $2,500.** This money will not be taxable income to you and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs for you or your qualified dependents. Employees can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic). Examples of common expenses that qualify for reimbursement are listed below. ***NOTE: Your entire Health Care FSA election is available to you on the first day coverage is effective.**	This account allows you to set aside up to an **annual maximum of $5,000 if you are single or married and file a joint tax return ($2,500 if you are married and file a separate tax return)** for work-related day care expenses. Qualified expenses include adult and child day care centers, preschool, and before/after school care for eligible children and adults. Please note that if your family's annual income is over $20,000, this reimbursement option will most likely save you more money than the dependent care tax credit you take on your tax return. To qualify, your dependent must be: • a child under the age of 13, or • a child, spouse or other dependent that is physically or mentally incapable of self-care and spends at least 8 hours a day in your household. ***NOTE: Unlike the Health Care FSA, you will only be reimbursed up to the amount that has been deducted from your paycheck for Dependent Care expenses.**

A sample list of qualified expenses eligible for reimbursement include, but are not limited to, the following:

- Ambulance service
- Chiropractic care
- Dental fees/Orthodontic fees*
- Diagnostic tests/Health screenings*
- Doctor fees
- Drug addiction/Alcoholism treatment*
- Experimental medical treatment
- Eyeglasses/Contact lenses (corrective)*
- Hearing aids and exams*
- Injections & vaccinations*
- Lasik surgery*
- Mental healthcare
- Nursing services
- Optometrist fees*
- Physician office visits
- Prescription drugs
- Sunscreen
- Wheelchairs

** These items are eligible expenses under the limited purpose FSA.*

Log on to http://www.irs.gov/publications/p502/index.html for additional details regarding qualified and non-qualified expenses.

Flexible Spending Accounts *(continued)*

FSA Guidelines

- You have a grace period at the end of your plan year that allows you to claim reimbursement for eligible expenses incurred through December 15.
- **Any unused funds after a plan year/grace period ends and all claims have been filed cannot be returned to you or carried forward to the next plan year.**
- You can enroll in either or both FSAs during open enrollment period, a qualifying event or new hire eligibility only.
- You cannot transfer money between FSAs.
- You cannot pay a dependent care expense from your Health Care FSA or vice versa.
- You cannot deduct reimbursed expenses for income tax purposes.
- You cannot be reimbursed for a service which you have not received.
- You cannot receive insurance benefits or any other compensation for expenses which are reimbursed through your FSAs.
- Domestic partners are not eligible, as federal law does not recognize them as a qualified dependent.

Here's How It Works

Employee earning $30,000 elects to place $1,000 into their FSA Health Care Savings Account, with payroll deductions being $38.46 based on a 26 pay period schedule. As a result, the insurance premiums and health care expenses are paid with tax-free dollars, giving the employee a tax savings of $227.

	With the Plan	Without the Plan
Salary	$30,000	$30,000
FSA Contribution	- $1,000	- $0
Taxable pay	$29,000	$30,000
Estimated Tax 22.65% = 15% + 7.65% FICA	- $6,568	- $6,795
After Tax Expenses	- $0	- $1,000
Spendable Income	$22,432	$22,205
Tax Savings	**$227**	

NOTE: Be conservative when estimating your medical and/or dependent care expenses. IRS regulations state that any unused funds which remain in your FSA after a plan year/grace period ends, cannot be returned to you nor carried forward to the next plan year. This is known as the "USE IT OR LOSE IT" rule.

Filing a Claim

The IRS requires FSA participants to maintain complete documentation, including keeping copies of receipts for reimbursed expenses, for a minimum of one year. To file a claim, you must submit your completed claim form and include a copy of the receipt as proof of the expense. Once completed, you may submit your claim either by mail, email or fax.

Limited Purpose FSA

The City has a Limited Purpose FSA for the 2014/2015 plan year. If you choose the OAP HDHP and elect the HSA, you will only be eligible for a Limited Purpose Health Care FSA. This account allows you to set aside up to an annual maximum of $2,500 during Open Enrollment only. This money will not be taxable income to you and can be used to offset the cost of a wide variety of expenses incurred by you or your qualified dependents.

A Limited-Purpose Health FSA may be used for qualified dental, vision and hearing expenses; as well as medical expenses after you have satisfied your out-of-pocket deductible.

Employee Assistance Program

Cigna
24-Hour Customer Service: (877) 622-4327
www.cignabehavioral.com
Employee ID: coconutcreek

The City cares about your well being on and off the job and provides all eligible employees and their family/household members an Employee Assistance Program (EAP) through Cigna at no cost.

What is an Employee Assistance Program?

An Employee Assistance Program (EAP) offers covered employees and their family members/domestic partners free and convenient access to a range of confidential and professional services to help them address a variety of problems that can negatively affect their well-being such as:

- Stress Management
- Parenting Problems
- Marital Problems
- Relationship Issues
- Substance Abuse
- Critical Incident Debriefing
- Child Care
- Elder Care
- Financial Services

How do employees access EAP benefits?

The EAP provides up to six (6) face-to-face counseling sessions per occurrence for short-term problem resolution. Conditions that require long-term treatment may be referred to your medical plan. The EAP also provides unlimited phone consultation with an EAP professional available 24 hours a day, seven (7) days a week at the Customer Service number given above. Contact customer service at (877) 622-4327.

Are your services confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor or manager), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor/manager. The referring supervisor will not, however, receive specific information regarding the referred employee's case. The supervisor will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

Life Insurance

Unum
Customer Service: (800) 421-0344
www.unum.com

Basic Life Insurance

The City provides a Basic Life insurance benefit to all eligible employees at no cost through Unum. All full-time employees working a minimum of 30 hours per week are covered for a flat benefit amount of $20,000.

Accidental Death & Dismemberment

Also at no cost to the employee, the City offers Accidental Death & Dismemberment (AD&D) insurance, which pays in addition to the Basic Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals the Basic Term Life benefit.

- Coverage amounts reduce to 65% at age 70 and 50% at age 75, for the Basic Life and AD&D.

Voluntary Employee Life and AD&D Insurance

Eligible employees may purchase additional life insurance coverage, on a voluntary basis, through Unum. This coverage may be purchased in addition to the Basic Term Life/AD&D coverages. Premiums for this coverage will be made via payroll deduction.

New Hires can purchase Voluntary Employee Life insurance without having to go through Medical Underwriting, also known as Evidence of Insurability (EOI), up to the Guaranteed Issue amount of $130,000.

- Units can be purchased in increments of $10,000 up to five (5) times your salary, not to exceed $500,000.
- Premiums are based on your age as of 10/1 each plan year. Please refer to the rate sheets found in your Unum Life Insurance Packet for specific rates.
- Coverage amounts reduce to 65% at age 70 and 50% at age 75.

Voluntary Spouse Life and AD&D Insurance

New Hires can purchase Voluntary Spouse Life insurance without having to go through Medical Underwriting, also known as Evidence of Insurability (EOI), up to the Guaranteed Issue amount of $130,000.

- In order to purchase Life and AD&D Insurance coverage for your spouse, you must purchase coverage for yourself.
- Units of coverage may be purchased in $10,000 increments not to exceed $500,000.
- Premiums are based on your age as of 10/1 each plan year. Please refer to the rate sheet found in your Unum life insurance packet for specific rates.
- Coverage amounts reduce to 65% at age 70 and 50% at age 75 based on the employees age, not the covered spouse's age.

Voluntary Child Life Insurance Only

- In order to purchase Life Insurance coverage for your dependent child, you must purchase coverage for yourself.
- Units of coverage may be purchased for dependent children as follows:
  - Children ages live birth to age 6 months $1,000.
  - Children ages 6 months to age 19 (26 if a full-time student) $10,000.
  - Coverage is $0.12 Per Pay Period for all eligible child(ren) enrolled.

Always remember to keep your beneficiary forms updated.
Beneficiary information may be updated at anytime through Bentek.

Short Term Disability Insurance

Unum
Customer Service: (800) 421-0344
www.unum.com

The City provides Short Term Disability (STD) insurance at no cost to all eligible full-time employees working a minimum of 30 hours per week through Unum. The STD plan pays you a percentage of your weekly earnings if you become disabled due to an illness or non-work related injury.

- The STD plan offers a benefit of 70% of your weekly earnings, up to a maximum of $1,250 per week.
- An employee must be disabled or ill for 14 days prior to becoming eligible for benefits (known as the elimination period).
- The maximum benefit period is 24 weeks (Does not include the elimination period).
- Benefits may be reduced by other income.

Long Term Disability Insurance

Unum
Customer Service: (800) 421-0344
www.unum.com

The City provides Long Term Disability (LTD) insurance at no cost to all eligible full-time employees through Unum. The LTD plan pays you a percentage of your monthly earnings if you become disabled due to an illness or non-work related injury.

- The LTD plan offers a benefit of 66.66% of your monthly earnings, up to a maximum of $5,000 per month.
- An employee must be disabled for 180 days/26 weeks prior to becoming eligible for benefits (known as the elimination period).
- Benefit payments will commence on the 181st day of disability.
- You may continue to be eligible for benefits if you return to work on a part-time basis.
- Benefits may be reduced by other income.
- Benefits may be paid to you until age 65 (depending on a number of factors). See plan document or contact Unum for additional information.

Supplemental Insurance

Aflac
http://kcifinancialservices.com
Local Agent: KCI Financial Services
Local Office: (954) 443-4443
Email: lcohen@kcifinancialservices.com
& ccohen@kcifinancialservices.com
Claims Email: claims@kcifinancialservices.com
Address: P.O. Box 49347
Sarasota, FL 34230

Aflac offers a variety of supplemental insurance plans that may be purchased separately on a voluntary basis and premiums are paid via payroll deduction. Aflac pays cash directly to you, regardless of what other insurance plans you may have. Coverage is available for your spouse and children on most plans and the coverage is portable when you retire or change jobs, with no increase in premiums. To learn more about these plans and/or to schedule a personal appointment, contact KCI Financial Services. Details regarding the following available plans and services are also available online at kcifinancialservices.com.

- Aflac Life, Term and Whole Life
- Hospital Intensive Care Protection (Plan 1)
- Critical Care and Recovery (Plan 2)
- Hospital Advantage
- Cancer Care (Classic, Select, Preferred and Premier)
- Short Term Disability Insurance (Guarantee Issue)
- Accident Indemnity Advantage - 24 Hour Protection

Long Term Care Insurance

Unum Provident Insurance
Customer Service: (866) 679-3054
www.unum.com

Long Term Care is the assistance received when someone needs help with two or more Activities of Daily Living – such as dressing, bathing, going to the bathroom, eating or moving about – or when someone suffers a severe cognitive impairment. This care could be provided in the home, in an assisted living or residential care facility, or in a skilled nursing facility such as a nursing home.

The City offers coverage in the form of a fixed dollar indemnity benefit if you become disabled. Coverage is subject to policy limitations, benefit maximums and elimination periods.

Benefit Duration	3 Years	6 Years
Facility Benefit Amount **Per $1,000 Increments**	$1,000 to $6,000	$1,000 to $6,000
Assisted Living Facility Percent	60%	60%
Lifetime Maximum **Per $1,000 Increments**	$36,000	$72,000
Professional Home Care	50%	50%
Total Home Care — **Option**	50%	50%

Pre-Paid Legal and Identity Theft Plans

LegalShield
Legal & Identity Theft Plans
Customer Service: (800) 654-7757
www.LegalShield.com

Agent: Don Thompson
Phone: (239) 549-4746
Email: donthompson@legalshieldassociate.com

The City offers employees the opportunity to participate in an Identity Theft Plan provided by LegalShield. This plan will protect you, your spouse and children by giving you access to one of the world's leading risk management companies, Kroll Advisory Solutions. Kroll can assist with Identity Theft consultations, credit report with analysis, credit monitoring and full restoration of benefits should you or a covered family member become a victim of Identity Theft.

By enrolling in the Legal Plan, employees will have Nationwide access to a network of law firms who are pre-paid and ready to serve for advice on unlimited issues, plus legal help for a variety of situations that include*:

- Wills & Living Wills
- Healthcare Directive
- Letters & Phone Calls
- Contract Review
- Real Estate
- Traffic Tickets
- Family Law
- Child Custody
- Civil Litigation
- Bankruptcy
- Adoption
- IRS Audits

LegalShield & ID Theft Plan	$11.86 Per Pay Period Covers Member, Spouse, Covered Dependents
LegalShield Family Plan	$7.27 Per Pay Period Legal Plan covers Member, Spouse, Covered Dependents
ID Theft Plan	$6.90 Per Pay Period Covers Member, Spouse, Children up to 18

* See brochure for complete coverage details (including dependent eligibility information).

Announcements & Reminders

Employee Wellness Committee

The City has a genuine interest in your health, nutrition and overall well being! We offer wellness programs and various events to benefit employee wellness throughout the year. We welcome new ideas and are actively looking for employees to participate and assist with the City Wellness initiative. Keep an eye out for the next Wellness event/program, and be a participant.

Please see the Human Resources & Risk Management Department for more information.

Gehring Group Account Service Specialists

Dedicated Account Service Specialists for all your health insurance questions!

If you have questions or concerns regarding your health insurance, help is available. Coconut Creek has dedicated Account Service Specialists at the Gehring Group that can assist you with your health insurance questions. You can reach an Account Service Specialist by calling **(800) 244-3696**, Monday-Friday, 8:30am-5:00pm. You can also email your questions to **coconutcreek@gehringgroup.com** and a specialist will respond to you within 24-48 business hours.

Gehring Group can provide assistance with:	
• *Reviewing hospital and doctor bills*	• *Pharmacy delays or denials*
• *Reviewing Explanation of Benefits for claims accuracy*	• *Assisting with eligibility for members*
• *Developing claims appeals*	• *Explaining available benefits and services*

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Account Service Specialist Contact:
Phone: (800) 244-3696 *(Monday-Friday 8:30am-5:00pm)* · **Email: coconutcreek@gehringgroup.com**

GEHRING GROUP
11505 Fairchild Gardens Ave., Suite 202
Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696
Fax: (561) 626-6970
www.gehringgroup.com

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Exhibit 6
Sample Employee Communications

2013-2014

August 1st - 22nd
OPEN ENROLLMENT

Employees who are not making any changes do not need to do anything as you will automatically be re-enrolled in your current coverage. If you are making changes for the 2013-2014 Plan Year, such as adding or deleting dependents, changing your beneficiary, or adding or dropping different lines of coverage, follow these simple steps:

1. Log on to https://www.mybentek.com/charlottecounty.
2. Enter your username and password.
3. Select the Open Enrollment menu option.
4. Enter the Employee Benefits Center (EBC) to review current elections and make any elections or changes.
   - Make sure your life insurance beneficiary is current or update accordingly.
5. Once you complete your elections, print out your confirmation statement containing all your benefit elections for you and your family including your life insurance beneficiary designations.

Return to the Employee Benefits Center at any time to review your benefits, access carrier links, update life insurance beneficiaries and obtain other important benefit-related information.

Enrolling For Your Benefits Has Never Been Easier!

To access your benefits online, visit the Employee Benefits Center at:
www.mybentek.com/charlottecounty

Hernando County

2014|2015

EMPLOYEE BENEFIT ON-LINE OPEN ENROLLMENT

BEGINS THURSDAY, JULY 31 — ENDS MONDAY, AUGUST 18

Representatives from Florida Blue, Florida Combined Life, Hartford, Aflac, and Gehring Group will be present to answer any questions regarding your insurance plans.

BENEFIT MEETING SCHEDULE

General Benefit Information Provided.

Monday, Aug. 4

10:00 am – 11:00 am
Spring Hill Library

3:00 pm – 4:00 pm
Westside Library

Tuesday, Aug. 5

10:00 am – 11:00 am
Govt Ctr Jury Room

2:30 pm – 3:30 pm
DPW

Wednesday, Aug. 6

8:00 am – 9:00 am
Development

11:00 am – 12:00 pm
Utilities Admin

3:00 pm – 4:00 pm
Govt Ctr Jury Room

Thursday, Aug. 7

8:00 am – 9:00 am
Utilities – Wiscon Maintenance Facility

10:00 am – 10:30 am
10:30 am – 11:00 am
Westside Government Center, Utilities Customer Service Office

FOLLOW-UP EMPLOYEE SERVICE DATES

As needed one-on-one assistance with benefits.

Friday, Aug. 8

8:00 am – 12:00 pm
HCFRD Spring Hill Training Rm.

Monday, Aug. 11

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

Thursday, Aug. 14

8:00 am – 12:00 pm
HCFRD Headquarters

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

Friday, Aug. 15

8:00 am – 12:00 pm
HCFRD Headquarters

1:00 pm – 4:00 pm
HCFRD Spring Hill Training Rm.

Tuesday, Aug. 12

7:45 am – 10:00 am
Utilities – Wiscon Maintenance Facility

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

1:00 pm – 3:00 pm
Northwest Landfill

Monday, Aug. 18

9:00 am – 5:00 pm
Govt Ctr – HR Room 264

Wednesday, Aug. 13

7:00 am – 10:00 am
DPW

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

11:00 am – 1:00 pm
Westside Government Center in the Utilities Customer Service Office

3:00 pm – 4:30 pm
Development Office

During open enrollment, employees may view current benefit elections and make plan changes as well as UPDATE life insurance beneficiaries on BenTek!

www.mybentek.com/hernandocounty

BenTek Support Line: (888) 5-BenTek (523-6835)

Martin County

BOARD OF COUNTY COMMISSIONERS

PLAN YEAR: JANUARY 1, 2014 - DECEMBER 31, 2014

OPEN ENROLLMENT

Benefit eligible employees may make new benefit elections or changes to their current elections during the 2014 Open Enrollment period which begins October 21st and runs through November 19th.

All new elections or changes made during Open Enrollment will be effective January 1, 2014.

All benefit eligible employees are invited to attend one of the Open Enrollment information meetings scheduled below.

MEETING SCHEDULE

Tuesday, October 22 – 10:00 AM & 11:00 AM
Martin County Property Appraiser's

Thursday, October 24 – 9:00 AM
Martin County Tax Collector (Willoughby Blvd)

Thursday, October 24 – 11:00 AM
Martin County Public Safety Complex –
Fire Rescue Conference Room

Thursday, October 24 – 1:30 PM & 3:30 PM
Martin County Courthouse - Jury Assembly Room

Friday, October 25 – 8:30 AM
Martin County Public Safety Complex –
Fire Rescue Conference Room

Friday, October 25 – 11:00 AM
Martin County General Services – GSD Conference Room

Friday, October 25 – 2:00 PM
Martin County Admin Bldg - Workshop Conference Room

Monday, October 28 – 9:00 AM
Building Department - BD Conference Room

Monday, October 28 – 11:00 AM
Martin County Admin Bldg - Workshop Conference Room

Monday, October 28 – 2:00 PM ***RETIREES ONLY***
Martin County Admin Bldg - Commission Chambers

Tuesday, October 29 – 9:00 AM
Martin County Tax Collector (Hobe Sound)

Tuesday, October 29 – 11:00 AM
Martin County Public Safety Complex –
Fire Rescue Conference Room

Wednesday, October 30 – 9:00 AM
Parks Department - Frances Langford Dockside Pavillion

Tuesday, November 19 – 9:00 AM - 4:00 PM
Martin County Admin Bldg –
Growth Management Conference Room

THIS IS THE LAST DAY TO MAKE CHANGES!
A Benefits Administrator and Aflac Representative will be onsite to assist those with last minute changes.

BENEFITS FAIR

WEDNESDAY, OCTOBER 23, 2013

9:00 AM - 1:00 PM

Blake Library – John F. Armstrong Wing
2351 SE Monterey Road, Stuart, Florida

AVOID THE PREMIUM INCREASE

For the 2013/2014 Health Insurance Plan Year employee contributions will be increased by $50.00 per month. This contribution increase will occur with the first pay period in January 2014. However, to encourage employee wellness a waiver of this premium increase will be made available for employees who test negative for nicotine or through completion of a tobacco cessation program for those employees who use tobacco. Both the nicotine testing and tobacco cessation program are at no cost to the employee and are provided through the Employee Health Center.

How do I qualify for the premium increase waiver?

1. Complete a nicotine test between May 1, 2013 and September 1, 2013. Nicotine tests will be administered at the Employee Health Clinic and can be requested at the time of your Personal Health Risk Assessment.
2. Testing negative for nicotine will automatically qualify you for the premium increase waiver.
3. If you test positive for nicotine you can complete a Tobacco Cessation Program through the Employee Health Center to qualify for the premium increase waiver. You must complete the Tobacco Cessation Program by December 1, 2013 to get the premium increase waiver.
4. Employees that do not take the nicotine test between May 1, 2013 and September 1, 2013 or that test positive for nicotine and do not complete a Tobacco Cessation Program by December 1, 2013 will **NOT BE ELIGIBLE** for the premium increase waiver.

THE HIGH COST OF TOBACCO

According to the Centers for Disease Control (CDC) tobacco use adds an average of between **$1,300 and $1,600** per year in medical costs, and $1,700 absenteeism and loss of productivity as compared to a non-tobacco user.

Businesses pay an average of **$2,189 in workers' compensation** costs for tobacco users, compared with $176 for non-tobacco users.

Tobacco use causes numerous cancers including cancers of the lung, bladder, oral cavity, larynx, esophagus, cervix, kidney, pancreas, and stomach. **Smoking causes 87% of lung cancer cases.**

Tobacco users have approximately **30%** higher risk of hospitalization than non-tobacco users and die 13 to 14 years earlier than non-tobacco users.

SMOKING IS THE LEADING CAUSE OF PREVENTABLE DEATH IN THE U.S. AND GLOBALLY!

Tobacco users are **2-4 times** more likely to develop heart disease and 2 times more likely to have a stroke than non-tobacco users.

Please contact risk management for tobacco cessation programs that are available to you at no cost.

We want to be a healthy, fit, and happy Charlotte County!

The Human Resources Department cordially invites all employees and their family members to attend the:

Osceola County Sheriff's Office

2015 HEALTH FAIR

FRIDAY, NOVEMBER 6 • 2:00 PM UNTIL 6:00 PM

OCSOWell 25

Attendance is worth **25 points** for your Wellness Reimbursement Program
Payable to those who complete the Minimal Requirements

WHERE:
911 Communications Parking Garage

COME BY THE HEALTH FAIR TO RECEIVE:

Cooking Demonstration With Food Tasting

Health Screenings

Chair Massages

Flu Shots

2013 - 2014

Employee Benefits Open Enrollment

All benefit eligible employees may make new insurance elections or changes to their current coverage for the new plan year effective October 1, 2013. To learn more about your insurance benefits, you may attend one of the following informational meetings:

Wednesday, July, 31

Room 166, Lecanto Government Building

9:30am – 10:15am

11:00am – 11:45am

1:30pm – 2:15 pm

Plan Year Effective October 1, 2013 through September 30, 2014

CSC Flu Shot Clinic

Tuesday, October 28, 2014

9:00 am to Noon, Located in the Conference Room 149

CSC Cigna Members:
Please remember to bring your Cigna ID card for a complimentary flu vaccination.

CSC Non-Cigna Members:
The cost is $25 and can be paid direct to CSC via check.

If you have any questions and to schedule an appointment, please contact Paulina at ext. 2173.

Children's Services Council
PALM BEACH COUNTY

yourLOGO

Healthfully PROUD

LUNCH & LEARN

Baptist Health Presents:

The Heart Truth
Heart Healthy Eating

Tuesday, March 5th, 2013
12:00pm – 1:00pm
City Hall - Activity Room

Heart disease is the leading cause of death in both men and women in the United States. Many of us don't know the warning signs and symptoms that may prevent a heart related fatality. Join us to learn about heart disease prevention and management today!

Lunch will be provided!

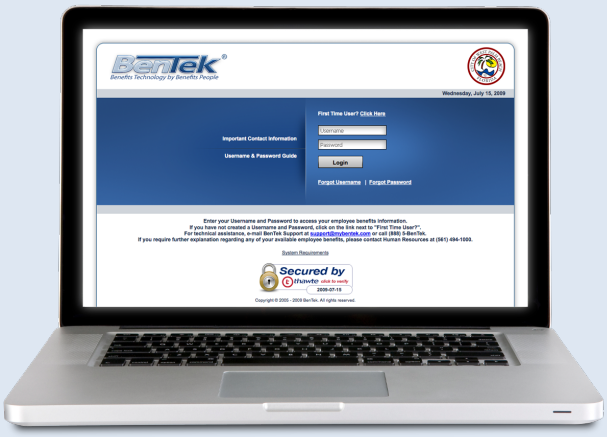
Please RSVP with Yaritza Ferrer by Wednesday, February 27th at extension 4130.

2013

Open Enrollment

Begins November 1st and lasts thru November 30, 2012

General Employee



What you should be thinking about NOW:

- Medical, Dental, Vision and Voluntary Life Insurance plans
- Do you need to enroll your dependents or modify overage dependent coverage (age 27-30)? (Proper Documentation Required)
- Learn more about Medical / Dependent Care Flexible Spending Accounts (FSA)
- Review your AFLAC policies
- Review/Change Beneficiaries for Life Insurance and Defined Contribution/ Deferred Compensation Retirement Plans, (*should be reviewed annually/make changes as necessary*)
- The City offers domestic partner benefits to a person whom the employee shares a mutual residence within the context of a committed relationship and **who has registered** with the City pursuant to Section 42/48, Code of Ordinances, City of West Palm Beach Florida.

What you need to do beginning November 1, 2012:

- Go On-line at: www.mybentek.com/wpb
- View your current 2012 benefit elections
- Make 2013 plan year changes such as:
  Add/delete dependents, elect Flexible Spending Account dollars (*needs to be done annually – max. $2,500*), Life Insurance, etc.

Cigna, Aflac and BenTek will be present at the following locations and times

Tuesday, November 6
Waste Water
7:00 am - 9:00 am
City Hall Commission Chambers
1:30 pm - 3:30 pm

Wednesday, November 7
Complex
7:00 am - 9:00 am
Water Treatment
3:00 pm - 5:00 pm

Thursday, November 8
Water Treatment Plant
7:00 am - 9:00 am
Waste Water
3:00 pm - 5:00 pm

Tuesday, November 13
Police Dispatch
6:00 am - 8:00 am
Police Community Room
12:00 pm - 2:00 pm
Police Dispatch
4:00 pm - 7:00 pm

Wednesday, November 28
Gaines Park
8:30 am - 10:00 am

Online at: www.mybentek.com/wpb

CITY OF WEST PALM BEACH FLORIDA

(Poster shrunk to fit 8.5x11)

Feel the Beat
Dance to Fitness!

Come Join Us For Our

ANNUAL WELLNESS & BENEFITS FAIR

THURSDAY, MARCH 21ST

Civic Center - 128 E. Ocean Avenue, Boynton Beach

9 AM - 3 PM

Enjoy smoothies, complimentary health screenings, raffle prizes, and so much more!

All employees are welcome to attend!

(Poster shrunk to fit 8.5x11)

THE CITY OF MIRAMAR

SPRINTING 2WELLNESS

Employee Health Fair

Tuesday, September 18th, 2014

10am – 2pm

Location: Miramar Cultural Arts Center

Come visit local health and wellness vendors, complete your Vitality Check, Biometric Screening, and Flu Shot, enjoy a Chair Massage and more!

Employees who attend the event will be entered into a raffle for various vendor prizes!

Save the Date and remember to visit this annual event!

Exhibit 7
Sample Employee Benefit Newsletters

Brought to you by Gehring Group

2016 Federal Budget Delays ACA's Cadillac Tax & Suspends Two Other Taxes

Quick Facts

- **On Dec. 18, 2015, President Barack Obama signed a federal budget bill for 2016 into law, which makes significant changes to three ACA taxes.**
- **The provisions affecting the ACA taxes took effect immediately on Dec. 18, 2015.**
- **The new law delays the Cadillac tax for two years, and temporarily suspends collection of the providers fee and the medical devices tax.**
- **The new federal budget does not affect any other ACA provisions.**

On Dec. 18, 2015, President Barack Obama signed a federal budget bill for 2016 into law, which makes significant changes to three tax provisions under the Affordable Care Act (ACA). This new law:

1. **Delays implementation of the ACA's Cadillac tax** on high-cost group health coverage for two years, until 2020;
2. **Imposes a one-year moratorium on the collection of the ACA's health insurance providers fee**, for 2017; and
3. **Imposes a two-year moratorium on the ACA's medical device excise tax**, for 2016 and 2017.

The provisions affecting these ACA taxes took effect immediately, once the bill was enacted.

Cadillac Tax Delayed

The ACA imposes a 40 percent excise tax on high-cost group health coverage, also known as the "Cadillac tax." This tax is intended to encourage companies to choose lower-cost health plans for their employees, but also to raise revenue to fund other ACA provisions.

This provision taxes the amount, if any, by which the monthly cost of an employee's applicable employer-sponsored health coverage exceeds the annual limitation (called the employee's excess benefit). The tax amount for each employee's coverage will be **calculated by the employer** and **paid by the coverage provider** who provided the coverage.

Although originally intended to take effect in 2013, the Cadillac tax was immediately delayed until 2018 following the ACA's enactment. The new 2016 federal budget **further delays implementation of this tax for an additional two years, until 2020**.

The new law also:

- Removes a provision prohibiting the Cadillac tax from being deducted as a business expense; and
- Requires a study to be conducted on the age and gender adjustment to the annual limit.

There is some indication that this additional delay will lead to an eventual repeal of the Cadillac tax provision altogether. However, while several bills have been introduced into Congress to repeal this tax, President

Obama has indicated that he will veto legislation repealing any ACA provision.

Moratorium on the Providers Fee
Beginning in 2014, the ACA imposes an annual, non-deductible fee on the health insurance sector, allocated across the industry according to market share. This health insurance providers fee, which is treated as an excise tax, is required to be paid by Sept. 30 of each calendar year. Thus, the first fees were due Sept. 30, 2014.

The new 2016 federal budget suspends collection of the health insurance providers fee for the 2017 calendar year. **Thus, health insurance issuers are not required to pay these fees for 2017**.

Employers are not directly subject to the health insurance providers fee. However, in many instances, providers of insured plans have been passing the cost of the fee on to the employers sponsoring that coverage. As a result, this one-year moratorium may result in significant savings for some employers on their health insurance rates.

Moratorium on the Medical Devices Tax
The ACA also imposes a 2.3 percent excise tax on the sales price of certain medical devices, effective beginning in 2013. Generally, the manufacturer or importer of a taxable medical device is responsible for reporting and paying this tax to the IRS.

The new 2016 federal budget suspends collection of the medical devices tax for two years, in 2016 and 2017. **As a result, this tax will not apply to sales made between Jan. 1, 2016, and Dec. 31, 2017**.

The Effect on Other ACA Provisions
Although this new federal budget makes significant changes to these three ACA taxes, it does not affect any other ACA provision. Therefore, all other aspects of the ACA continue to apply as they did prior to this law's enactment, with no changes or delays.

This Gehring Group Legislative Brief is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

Brought to you by Gehring Group

IRS Releases Final Forms and Instructions for ACA Reporting

Quick Facts

- On Feb. 8, 2015, the IRS issued final forms and instructions for Section 6055 and 6056 reporting.
- Final instructions provide a new option for some ALEs reporting information for nonemployees.
- Although these forms are not required to be filed for 2014, employers may voluntarily file in 2015 for 2014 coverage, using these forms and instructions.

The Affordable Care Act (ACA) created new reporting requirements under Internal Revenue Code (Code) Sections 6055 and 6056. Under these new reporting rules, certain employers must provide information to the IRS about the health plan coverage they offer (or do not offer) to their employees.

On Feb. 8, 2015, the Internal Revenue Service (IRS) **released final versions** of forms and related instructions that employers may use to report under Sections 6055 and 6056 for 2014. These forms are **not required to be filed for 2014,** but reporting entities may voluntarily file them in 2015 for 2014 coverage.

Forms and instructions for calendar year 2015 reporting have not yet been released and may contain some changes from the 2014 versions.

On Feb. 9, 2015, the IRS also issued Publication 5196, Understanding Employer Reporting Requirements of the Health Care Law, to help employers prepare for reporting in 2016.

On Feb. 8, 2015, the IRS released final versions of forms and instructions that employers will use to report information about the health plan coverage they offer (or do not offer) to employees.

Few Changes in Final Forms

The final versions of the forms do not differ significantly from the draft versions. In general, the final instructions were edited to clarify existing requirements. However, the final instructions for Forms 1094-C and 1095-C did include a **new option for applicable large employers (ALEs) reporting information for nonemployees** (such as nonemployee directors, retired employees or nonemployee COBRA beneficiaries) covered under employer-sponsored self-insured health coverage.

Section 6055 Forms and Instructions

The following forms and instructions are available for use under Section 6055:

IRS Releases Final Forms and Instructions for ACA Reporting

- **Form 1094-B**, Transmittal of Health Coverage Information Returns
- **Form 1095-B**, Health Coverage
- Instructions for Forms 1094-B and 1095-B

Section 6056 Forms and Instructions
The following forms and instructions are available for use under Section 6056:

- **Form 1094-C**, Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Return
- **Form 1095-C,** Employer-Provided Health Insurance Offer and Coverage
- Instructions for Forms 1094-C and 1095-C

Section 6055 Reporting
Under Section 6055, every person that provides minimum essential coverage (MEC) to an individual during a calendar year must file Forms **1094-B** (a transmittal) and **1095-B** (an information return), including:

- Health insurance issuers or carriers;
- Self-insured health plan sponsors;
- Government agencies that administer government-sponsored health insurance programs; and
- Any other entity that provides MEC.

Self-insured plan sponsors that are also ALEs subject to the employer shared responsibility rules will report information about the coverage in **Part III of Form 1095-C**, instead of on Form 1095-B. In general, an employer with 50 or more full-time employees (including full-time equivalents) during the prior calendar year is considered an ALE.

Section 6056 Reporting
All ALEs (as defined under the employer shared responsibility rules) must file **Form 1094-C** (a transmittal) and **Form 1095-C** (an information return) for each full-time employee.

- Form 1094-C is used to report summary information for each employer to the IRS as a transmittal for filing the Forms 1095-C to the IRS.
- Form 1095-C is used to report information about each employee. A copy is filed with the IRS with the Form 1094-C and a copy is sent to each applicable employee.

These forms help the IRS determine whether an ALE owes penalties under the employer shared responsibility rules, as well as whether an employee is eligible for premium tax credits.

Combined Reporting
Form 1095-C will generally be used by ALEs to satisfy both the Section 6055 and 6056 reporting requirements, as applicable.

- An ALE that sponsors a self-insured plan will complete all sections of Form 1095-C to report the information required under both Sections 6055 and 6056. Therefore, these ALEs will be able to use a single form to report information regarding whether an employee was covered.
- An ALE that provides insured coverage will also report on Form 1095-C, but will complete only the sections of Form 1095-C related to Section 6056.

ALEs will also be providing only a single employee statement (with the Section 6056 information, and, with respect to employers with a self-insured group health plan, Section 6055 information).

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IRS Releases Final Forms and Instructions for ACA Reporting

New Option for ALEs Reporting Enrollment Information for Nonemployees

The final instructions for Forms 1094-C and 1095-C include a new option for ALEs reporting information for nonemployees (such as nonemployee directors, retirees or nonemployee COBRA beneficiaries).

This new option allows employers to report employer-sponsored self-insured health coverage for nonemployees (and their family members) using either Forms 1094-B and 1095-B or Form 1095-C, Part III.

This option applies only for ALEs offering self-insured health coverage for any individual who enrolled in the coverage for one or more calendar months of the year, but was not an employee for any calendar month of the year, such as:

- A nonemployee director;
- A noncompensated elected official;
- A retired employee who retired in a previous year;
- A terminated employee receiving COBRA coverage who terminated employment during a previous year; and
- A nonemployee COBRA beneficiary.

A nonemployee does *not* include an individual who obtained coverage through the employee's enrollment, such as a spouse or dependent obtaining coverage when an employee elects family coverage.

Under this new option, ALEs may report enrollment for these individuals using either:

- Forms 1094-B and 1095-B; or
- Form 1095-C, Part III.

If the Form 1095-C is used with respect to an individual who was not an employee for any month of the calendar year, Part II must also be completed by using Code 1G on Line 14 in the "All 12 Months" box (or the box for each month of the calendar year).

In the case of a nonemployee who enrolls in the coverage under a self-insured health plan, all family members who are covered individuals due to the individual's enrollment must be included on the same Form 1095-B or Form 1095-C as the individual who is offered, and enrolls in, the coverage.

Changes to Alternative Methods of Reporting Under Section 6056

The final instructions for Forms 1094-C and 1095-C also made several changes to the alternative methods of reporting under Section 6056. Two alternative methods of reporting are available under Section 6056—the **Qualifying Offer Method** (and the Qualifying Offer Method Transition Relief for 2015) and the **98 Percent Offer Method**.

The **Qualifying Offer Method** (and the Qualifying Offer Method Transition Relief for 2015) allows eligible ALEs to provide simplified employee statements to certain employees, in lieu of a copy of the Form 1095-C. The final instructions added to the list of information that must be included in these simplified employee statements. A statement is now required that directs the employee to see IRS Publication 974, Premium Tax Credit (PTC), (currently in draft form) for more information on eligibility for the premium tax credit.

Also, the final instructions clarified that ALEs may not use the alternative method of furnishing Form 1095-C to employees under the Qualifying Offer Method (or the Qualifying Offer Method Transition Relief for 2015) for **employees who enrolled in self-insured coverage**.

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For these employees, the ALE must furnish the information reporting enrollment in the self-insured coverage on Form 1095-C, Part III. The ALE may provide this information to the employee by furnishing a copy of Form 1095-C as filed with the IRS (with or without the statements regarding any qualifying offer the employee received or the employee's premium tax credit eligibility).

The 98 Percent Offer Method is generally available to ALEs that offer MEC that is affordable and provides minimum value to at least 98 percent of the employees on whom it reports in its Section 6056 return. The final instructions clarify that **ALEs must also offer MEC to those employees' dependents** to be eligible to use the 98 Percent Offer Method. For this purpose, the term "dependent" is defined to include an employee's child, but does not include a spouse.

Additional Changes in the Final Instructions
The final instructions also made the following changes and clarifications:

- The Employer Identification Number (EIN) *may* be truncated on any statements furnished to employees or individuals, but *not* on any forms filed with the IRS (previously, truncation of EINs was not allowed on any forms).
- When determining the total employee count for the ALE for purposes of Form 1094-C, Part III, Column (c), an ALE may now choose to use either the first or last day of **the first payroll period** that starts during each month, or the first or last day of each month.
- All ALEs, including U.S. ALEs, should include a country code with the employee's address in Part I of Form 1095-C.
- An offer of coverage is treated as having been made to an employee's dependents only if the offer of coverage is made to an unlimited number of dependents, regardless of the actual number of dependents (if any) an employee has during any particular calendar month.
- If spouses (or employee and dependent) are employed by the same ALE, and one employee enrolled in a coverage option that also covered the other employee(s) (for example, family coverage that provided coverage to the other employee spouse and their employee dependent child), the enrollment information should be reflected only on the Form 1095-C for the employee who enrolled in the coverage (but it would report the other employee family members as covered individuals).
- An ALE is not required to file a Form 1095-C for an individual who, for all months of a calendar year, is either not an employee of the ALE or is in a limited non-assessment period. However, for the months in which the employee was an employee of the ALE, he or she would be included in the total employee count reported on Form 1094-C, Part III, Column (c). (Also, if the employee enrolled in self-insured employer-sponsored coverage during the limited non-assessment period, the employer must file a Form 1095-C for the employee in order to report coverage information for the year.)
- For purposes of reporting, an offer to a spouse includes an offer to a spouse that is subject to a reasonable, objective condition, regardless of whether the spouse meets the condition. For example, an offer to a spouse that is available only if the spouse certifies that he or she does not have access to health coverage from another employer is treated as an offer of coverage to the spouse for

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reporting purposes. (Note that this treatment is for reporting purposes only, and generally will not affect the spouse's eligibility for the premium tax credit if the spouse did not meet the condition and therefore did not have an actual offer of coverage.)

Gehring Group remains committed to educating our clients with regard to ACA compliance. We will be scheduling webinars that will be specifically directed to the various scenarios of our client population size and funding arrangement. For example, we anticipate hosting separate webinars for 1094/1095 reporting for clients with the following size and funding combinations:

- **Small Group < 50 – Fully insured**
- **Small Group < 50 – Self insured**
- **Large group 100 ≥ – Fully insured**
- **Large group 100 ≥ – Self insured**
- **Large group 50-99 – Fully insured**
- **Large group 50-99 – Self insured**

More Information

Please contact Gehring Group for more information on reporting under Code Sections 6055 and 6056, or see the IRS' Q&As on Section 6055 and Q&As on Section 6056. Thank you as always for placing your trust in us throughout these changing times.

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STATE EMPLOYMENT LAWS

This guide is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. It is provided for general informational purposes only. It broadly summarizes state statutes and regulations generally applicable to private employers, but does not include references to other legal resources unless specifically noted. Readers should contact legal counsel for legal advice.

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Provided By Gehring Group

Benefits for Same-sex Couples and Domestic Partners

A significant number of U.S. companies provide benefits, such as health insurance coverage, for their employees' domestic partners or same-sex spouses. Businesses may decide to offer these benefits to attract and retain talented employees or because they desire to provide equal benefits regardless of marital status or sexual orientation.

At the federal level, there are no laws that require or prohibit domestic partner or same-sex spouse benefits in the workplace. However, employee benefits for domestic partners generally do not receive the same favorable federal tax treatment as benefits for spouses. Also, a number of states have enacted same-sex marriage, civil union and domestic partnership laws that affect benefits for domestic partners and same-sex spouses.

This Employment Law Summary provides an overview of the federal and state laws that affect domestic partner and same-sex spouse benefits for Florida employers. It also outlines action steps for employers to consider when providing benefits for employees' same-sex spouses and domestic partners.

Effective **Jan. 6, 2015**, Florida law allows two persons of the same sex to marry.

STATE LAW

Overview

Laws on same-sex marriage, civil unions and domestic partnerships vary from state to state. Up until recently, most states had laws or constitutional amendments that prohibited same-sex marriage. Now, same-sex marriage is legal in the majority of states. This legal change is due in large part to a string of federal court decisions that, beginning in late 2013, have declared state bans on same-sex marriage unconstitutional. Although many states had their same-sex marriage bans invalidated by court decisions, other states passed laws to legalize same-sex marriage.

Also, a small number of states have laws granting spousal-like rights to unmarried couples through civil unions and domestic partnerships.

Same-sex Marriage

Florida had a law that limited the terms "marriage" and "spouse" to unions between one man and one woman. On Aug. 21, 2014, a federal district court ruled that Florida's ban on same-sex marriage is unconstitutional. However, following the court's ruling, same-sex couples were not permitted to marry because the ruling was put on hold until Jan. 5, 2015, pending appeal.

On Dec. 3, 2014, the 11th U.S. Circuit Court of Appeals declined to extend the hold that expired on Jan. 5, 2015. This means that same-sex marriages are permitted in Florida, effective Jan. 6, 2015.

The judicial hold on same-sex marriages in Florida expired on Jan. 5, 2015. Therefore, same-sex couples in Florida are permitted to marry, effective Jan. 6, 2015.

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Benefits for Same-sex Couples and Domestic Partners

Other State Laws

Florida does not have a civil union or domestic partnership law that grants spousal-like rights to unmarried couples.

Florida's fair employment law does not cover discrimination based on sexual orientation or gender identity. However, in 1991, a Florida court concluded that discrimination based on gender identity falls under a fair employment prohibition on disability discrimination.

Also, since Florida does not have a state income tax on wages, health plan coverage for same-sex spouses is tax-free at both the federal and state levels in Florida.

FEDERAL LAW

Supreme Court's DOMA Ruling

The U.S. Congress enacted the Defense of Marriage Act (DOMA) in 1996 in response to concerns about state legalization of same-sex marriage. DOMA banned federal recognition of same-sex marriage by solely defining "marriage" as the legal union between one man and one woman as husband and wife.

On June 26, 2013, the U.S. Supreme Court struck down a key part of DOMA by ruling that the law's definition of marriage violates the U.S. Constitution's guarantee of equal protection.

> As a result of the Supreme Court's ruling, legally married same-sex couples are entitled to the **same benefits and protections under federal law** as opposite-sex married couples.

The Supreme Court's ruling did not invalidate state laws prohibiting same-sex marriages. However, since the Court's DOMA decision, most federal courts reviewing challenges to state bans on same-sex marriage have concluded that the state bans are unconstitutional.

Same-sex Marriages

Due to the Supreme Court's decision, **same-sex marriages must be recognized on the same terms as opposite-sex marriages for purposes of federal employee benefits laws.** The Supreme Court's DOMA decision provides that the federal government may not discriminate against same-sex couples who are legally married. The decision does not require employers to provide the same benefits to opposite-sex and same-sex spouses.

After the Supreme Court's DOMA decision, the Internal Revenue Service (IRS) and Department of Labor (DOL) adopted a **"state of celebration" policy** for determining when a same-sex marriage will be treated as valid for purposes of federal tax law. Under the state of celebration policy, same-sex couples who are legally married in states (including foreign jurisdictions) that recognize their marriages will be treated as married for federal purposes. This rule applies regardless of whether the couple lives or works in a jurisdiction that recognizes same-sex marriage.

Due to the Supreme Court's DOMA ruling, these rules apply to employee benefits under federal law:

- An employer should not impute additional income to an employee who covers his or her same-sex spouse as a dependent under the employer's health plan.
- An eligible employee may pay for a same-sex spouse's health coverage on a pre-tax basis through a cafeteria (or section 125) plan in the same way as an employee with an opposite-sex spouse.
- An eligible employee may receive tax-free reimbursements for expenses of his or her same-sex spouse through a health flexible spending account (FSA), health reimbursement account (HRA) or health savings account (HSA).
- If a health plan provides coverage for same-sex spouses, special enrollment rights under HIPAA will be triggered when an employee acquires a same-sex spouse and same-sex spouses will have their own COBRA election rights.

Benefits for Same-sex Couples and Domestic Partners

Additionally, a same-sex spouse is considered a spouse or family member for purposes of taking leave under the federal **Family and Medical Leave Act** (FMLA). For purposes of the FMLA, the term "spouse" includes a same-sex spouse if the marriage is recognized under the laws of the state where the employee resides. However, on June 20, 2014, the DOL issued a proposed rule that would change the definition of "spouse" under the FMLA to look to the law of the jurisdiction in which the marriage was entered into, as opposed to the law of the state in which the employee resides. Until final guidance is issued extending FMLA rights to all legally married same-sex spouses (regardless of residence), employers will not be required to make FMLA leave available to a same-sex spouse who resides in a state that does not recognize same-sex marriage.

The administration of benefits for same-sex couples may be complicated in states that do not recognize same-sex marriages. For example, even though health coverage for a same-sex spouse is tax-free at the federal level, it may still be taxable at the state level. Also, state law employee leave rights may not be available to same-sex spouses in states that do not recognize same-sex marriages.

Civil Unions and Domestic Partnerships

The Supreme Court's DOMA decision applies only to same-sex marriages that are valid under state law. It does not affect same-sex couples in civil unions or domestic partnerships. **These couples will generally remain ineligible for the federal benefits and protections provided to spouses.** However, some states have laws that provide benefits and protections to couples in civil unions or domestic partnerships.

At the federal level, domestic partner benefits are non-taxable only if the domestic partner qualifies as a dependent under the Internal Revenue Code's definition of "qualifying relative." To qualify as a dependent under this definition, the domestic partner must generally:

- Have the same primary address as the employee/taxpayer for the year;
- Be a member of the employee/taxpayer's household;
- Receive more than half of his or her support for the year from the employee/taxpayer;
- Not be anyone's "qualifying child" for tax purposes; and
- Be a citizen or national of the U.S., or a resident of the U.S. or a country contiguous to the U.S.

If a domestic partner does not qualify as a tax dependent of the employee, employers are required to report and withhold taxes on the value of employer-provided health coverage for the domestic partner. In addition, an employee cannot pay for a domestic partner's coverage on a pre-tax basis through a cafeteria (or section 125) plan if the partner is not the employee's tax dependent.

It is common for employers to "gross up" an employee's salary to offset the tax consequences of domestic partner benefits (that is, reimburse employees for the extra taxes they are required to pay on the value of domestic partner benefits).

Due to the Supreme Court's DOMA decision, there has been speculation that employers may discontinue their domestic partner benefits, particularly in states where same-sex marriage has been legalized. However, domestic partner benefits will likely remain popular with employers that want to provide benefits to same-sex couples and have employees in states that have not legalized same-sex marriage.

HEALTH PLAN COVERAGE FOR SAME-SEX SPOUSES

Federal law does not require employers to offer coverage to same-sex spouses under their health plans. However, employers with fully-insured plans that offer spousal coverage may be required by **state insurance law** to offer coverage to both opposite-sex and same-sex spouses. This is generally the case in states that have legalized same-sex marriage.

Also, even if an employer is not required by state insurance law to offer coverage to same-sex spouses (for example, because the employer has a self-funded plan), the employer may be at risk for **discrimination lawsuits** if coverage is offered only to opposite-sex spouses.

In addition, if an employer wants to offer coverage to same-sex spouses, the Affordable Care Act (ACA) prohibits health insurance issuers from discriminating based on sexual orientation. This means that a

Benefits for Same-sex Couples and Domestic Partners

health insurance issuer in the group or individual market that offers coverage for an opposite-sex spouse is prohibited from refusing to offer coverage to a same-sex spouse. While issuers were encouraged to offer coverage for same-sex spouses in 2014, issuers must fully comply with this requirement for plan or policy years beginning on or after **Jan. 1, 2015**.

Employers with Insured Health Plans

- Review state insurance law to determine if it requires equal coverage for same-sex and opposite-sex spouses.
- In states that have legalized same-sex marriage, equal coverage is likely required.
- Even if state insurance law does not require coverage for same-sex spouses, employers that do not offer equal benefits to same-sex spouses may be at risk for discrimination lawsuits.

Employers with Self-funded Health Plans

- Self-funded plans are generally not subject to state insurance law.
- Even if an employer is located in a state that has legalized same-sex marriage, state insurance law will generally not require the plan to cover same-sex spouses.
- However, employers that do not offer equal benefits to same-sex spouses may be at risk for discrimination lawsuits.

ACTION STEPS

Effective Jan. 6, 2015, same-sex marriage is permitted in Florida and employers are generally required to treat employees in a same-sex marriage the same as employees in an opposite-sex marriage. This equal treatment also extends to federal benefits and protections, such as the FMLA leave, due to the Supreme Court's DOMA decision.

In addition, employers that are interested in providing domestic partner benefits should:

- Review their employee benefits package to determine which benefits should be offered to domestic partners;
- Consult with tax advisors and payroll vendors regarding the tax implications of providing benefits to domestic partners; and
- Communicate benefit changes to employees on a periodic basis, including changes for domestic partners and tax implications.

Live Well, Work Well

May 2014

Presented by: Gehring Group

Fat Myths

When it comes to fat consumption, it often seems like there's a lot of noise and little agreement about how much (or how little) you should eat. This can be frustrating for people who are trying to be healthy and follow expert recommendations, and it's tempting to try to eliminate fat intake altogether and let the experts fight it out.

But is the amount of fat you eat really the issue? According to the Harvard School of Public Health, it's time to end the low-fat myth. Research has shown that the number of calories from fat that you eat, whether high or low, isn't really linked with disease. What really matters is the *type* of fat.

Unsaturated fats, which are found in nuts, avocadoes, fish and vegetable oils, are considered "good" fats. Some of these, like omega-3 fatty acids, are considered essential fats that must be eaten regularly because the body cannot produce them internally.

Saturated fats, which are found in cheese, butter, red meat and some oils, have long been seen as a key culprit of heart disease and high cholesterol.

The American Heart Association, along with the Harvard School of Public Health, recommends limiting saturated fat consumption, but cautions against doing so by choosing products that replace fat with sugars and other refined carbohydrates.

In fact, a 2009 review published in the American Journal of Clinical Nutrition concluded that replacing saturated fats with carbs had no discernable benefits, while replacing saturated fats with unsaturated fats reduced the risk of heart disease.

Finally, there are trans fats, found in heavily processed breads, baking mixes, shortening, snack foods and fried foods. For once, there is little disagreement—the overwhelming scientific consensus suggests that trans fats are dangerous. Last year, the Food and Drug Administration took the dramatic step of seeking to redefine artificial trans fats as "generally not recognized as safe."

As for obesity, the trend is clear: Over the past 30 years in the United States, the percentage of calories from fat in people's diets has gone down, but obesity rates have skyrocketed. This suggests that limiting fat intake is not a silver bullet for weight loss.

With the exception of trans fats, eliminating all fat to make your overall diet healthier is a bad idea. The key to a healthy diet, including fat intake, has always been balance.

Stroke is among the leading causes of death in the United States and is a major cause of adult disability.

Provided by: GEHRING GROUP INSURANCE BROKERS & CONSULTANTS

Stroke Awareness Month

Stroke is among the leading causes of death in the United States and is a major cause of adult disability. There are two types of strokes that cause damage to the brain by stopping blood flow: ischemic and hemorrhagic. Ischemic strokes are caused by a blood clot, while hemorrhagic strokes are caused by ruptured blood vessels.

If the stroke occurs in the brain's right side, the left side of the body and face will be affected, which could produce paralysis, vision problems and inquisitive behavior. A stroke occurring on the left side of the brain may produce paralysis on the right side of the body, speech or language problems and slow, cautious behavior.

The chance of having a stroke approximately doubles for each decade of life after age 55. Gender, ethnicity and heredity have also been found to be determining factors in the likelihood of suffering a stroke. However, there are preventive measures you can take to reduce your risk of stroke, including eating a healthy diet, maintaining a healthy weight, getting enough exercise, reducing alcohol consumption and not smoking.

Pilates 101

Pilates is a style of exercise that has recently surged in popularity. It builds flexibility, muscle strength and endurance in your body's core.

Its inventor and namesake Joseph Pilates developed the system in the first half of the 20th century. Drawing on bodybuilding, yoga and gymnastics, Pilates refined his system while held in an internment camp during World War I. Having access to only bare-bones equipment, he designed a crude series of resistance machines, and even today, some Pilates equipment resembles furniture that might be found in a prison hospital. After the war, he immigrated to the United States and opened a studio in New York City, where he taught until the 1960s.

Despite its relative newness on the fitness scene, Pilates has been embraced for the emphasis it puts into improving coordination and balance, as well as developing strong arms, legs, hips, back and abdominal muscles.

People of all fitness levels can enjoy the benefits of Pilates, and it can be an integral part of a total fitness program. Pilates allows for different exercises to be modified for difficulty ranging from beginning to advanced. Intensity can be increased over time as the body conditions and adapts to the exercises.

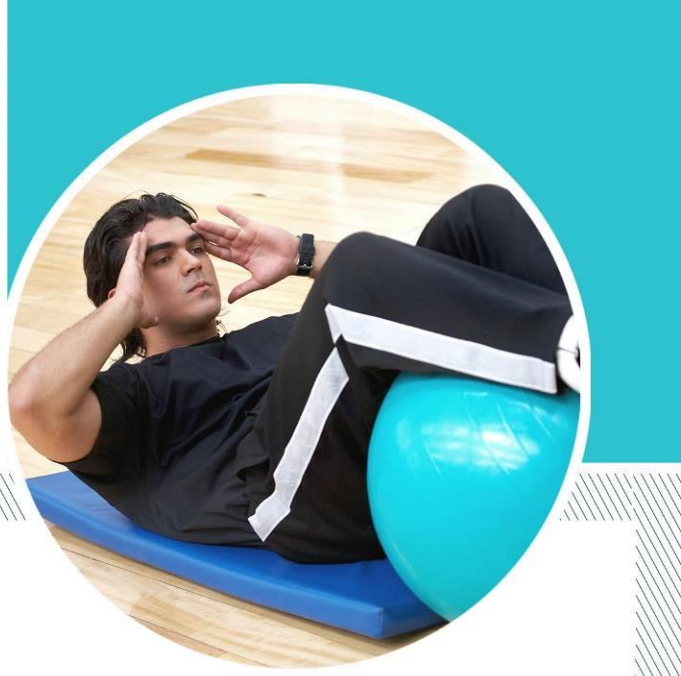
A word of caution, however, when looking for a Pilates studio or trainer: There is no mandatory accreditation process for Pilates instruction, and anyone with no prior training can offer "Pilates" to the public. To find a qualified instructor in your area, check with local gyms and don't be afraid to ask about background training and apprenticeships.

Emergency Savings

No one can predict the future, but it's a pretty safe bet that everyone will run into unforeseen expenses. If an expense is large enough, it can put an unprepared person into the position of having to borrow money or withdraw investments to cover costs.

Emergency savings accounts are an incredibly helpful precaution to guard against uncertainty. Using extra money from paychecks, you should make regular deposits until you have built up a sum large enough to cover your expenses through a prolonged emergency, such as major medical bills, car repairs or the loss of a job. Most experts recommend saving enough to cover at least three months' worth of bills and living expenses.

An emergency savings account has the added benefit of generating interest—even if you stop making contributions, money will still be added. With a fully funded account, you can handle unexpected expenses worry-free.



Sensational Six-Layer Dinner

This delicious casserole brings full restaurant flavor for a fraction of the cost ($1.03 per serving). For a variation, use peas or corn instead of green beans, or use your favorite cream soup instead of tomato soup.

- 2 medium potatoes, sliced
- 2 cups sliced carrots
- ¼ tsp. black pepper
- ½ cup onion, sliced
- 1 pound ground beef, browned and drained
- 1½ cups green beans
- 1 can tomato soup

Lightly grease a baking dish, or spray with cooking spray. Layer ingredients into the dish in the order listed. Cover dish and bake at 350° F for 45 minutes or until tender and thoroughly heated. Remove cover and bake an additional 15 minutes.

Yield: 6 servings. Each serving provides 260 calories, 6g of fat, 2.5g of saturated fat, 65mg of cholesterol, 480mg of sodium and 3g of fiber.

Source: USDA

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IRS Increases FSA Limit to $2,550

The Affordable Care Act (ACA) imposes a **$2,500 limit** on salary reduction contributions to a health flexible spending account (FSA) offered under a cafeteria plan, effective for plan years beginning on or after Jan. 1, 2013. This limit is applicable to grandfathered and non-grandfathered health FSAs.

The $2,500 limit is indexed for cost-of-living adjustments for years after 2013.

- For taxable years beginning in 2014, the dollar limitation on employee salary reductions contributions to a health FSA remains unchanged at $2,500.
- For **taxable years beginning in 2015**, the dollar limitation on employee salary reduction contributions to a health FSA **will increase from $2,500 to $2,550**.

Prior to the ACA change, the law did not limit employees' health FSA contributions. It had been common, however, for employers to limit employee contributions to health FSAs. Employers may continue to impose limits on employee health FSA contributions, as long as the employer's limit does not exceed the ACA's maximum limit.

EFFECTIVE DATE

The ACA provides that the health FSA limit is effective for taxable years beginning after Dec. 31, 2012. Because the ACA ties the effective date to the taxable year, and not specifically to the plan year, there was some confusion regarding when the limit became effective for non-calendar year plans.

In Notice 2012-40, the IRS clarified the effective date of the $2,500 FSA limit. The IRS Notice states that the $2,500 FSA limit does NOT apply for plan years that begin before 2013. Instead, the IRS clarified that the **limit applies on a plan year basis and is effective for plan years beginning after Dec. 31, 2012**. Thus, for a calendar year plan, the limit became effective on Jan. 1, 2013.

This guidance has the most significant impact on non-calendar year cafeteria plans. Under the IRS's interpretation of the law, a health FSA with a July 1 plan year was not required to comply with the ACA's limit until the plan year beginning July 1, 2013. Having the health FSA limit tied to the plan year, and not to an individual's taxable year, simplifies the administration of this limit for non-calendar year plans.

If a cafeteria plan has a short plan year (that is, fewer than 12 months) that begins after 2012, the $2,500 limit must be prorated based on the number of months in that short plan year.

COST-OF-LIVING ADJUSTMENTS

The $2,500 health FSA limit is indexed for cost-of-living adjustments for years after 2013.

In Revenue Procedure 2013-35, the IRS announced annual inflation adjustments for 2014 for a number of tax provisions, including the health FSA limit. According to this guidance, for the taxable years beginning in 2014, the dollar limitation on employee salary reductions contributions to health FSAs remains unchanged at $2,500.

On Oct. 30, 2014, the IRS released Revenue Procedure 2014-61, which includes the annual inflation numbers for 2015 for a number of tax provisions, including the health FSA limit. According to this guidance, for taxable years beginning in 2015, the dollar limitation on employee salary reduction contributions to health FSAs will increase to $2,550, up $50 from the amount for 2014.

The health FSA limit potentially will be further increased for cost-of-living adjustments for later years.

IRS Increases FSA Limit to $2,550

PER EMPLOYEE LIMIT

The health FSA limit applies on an employee-by-employee basis. Each employee may elect only up to $2,500 in salary reductions, regardless of whether or not he or she also has family members who benefit from the funds in that FSA.

However, each family member who is eligible to participate in his or her own health FSA will have a separate limit. For example, a husband and wife who have their own health FSAs can both make salary reductions up to $2,500 per year (subject to any lower employer limits).

If an employee participates in multiple cafeteria plans that are maintained by employers under common control, the employee's total health FSA salary reduction contributions under all of the cafeteria plans are limited to $2,500. However, if an individual has health FSAs through two or more unrelated employers, he or she can make salary reductions up to $2,500 under each employer's health FSA.

SALARY REDUCTION CONTRIBUTIONS

The ACA imposes the $2,500 limit on health FSA salary reduction contributions. Non-elective employer contributions to a health FSA (for example, matching contributions or flex credits) generally do not count toward the $2,500 limit. However, if employees may elect to receive the employer contributions in cash or as a taxable benefit, then the contributions will be treated as salary reductions and will count toward the $2,500 limit.

In addition, the limit does not impact contributions under other employer-provided coverage. For example, employee salary reduction contributions to an FSA for dependent care assistance or adoption care assistance are not affected by the $2,500 health FSA limit. The limit also does not apply to salary reduction contributions to a cafeteria plan that are used to pay for an employee's share of health coverage premiums, to contributions to a health savings account (HSA) or to amounts made available by an employer under a health reimbursement arrangement (HRA).

GRACE PERIOD

A cafeteria plan may include a grace period of up to two months and 15 days immediately following the end of a plan year. If a plan includes a grace period, an employee may use amounts remaining from the previous plan year, including amounts remaining in a health FSA, to pay for expenses incurred for certain qualified benefits during the grace period. If a health FSA is subject to a grace period, unused salary reduction contributions that are carried over into the grace period do not count against the $2,500 limit applicable to the following plan year.

PLAN AMENDMENTS

A cafeteria plan with a health FSA must be amended to include the ACA's $2,500 limit (or a lower limit at the employer's option). In general, cafeteria plan amendments cannot be made retroactively. However, the IRS sometimes provides exceptions to this rule. **Cafeteria plans with health FSAs must be amended for the ACA's $2,500 limit on or before Dec. 31, 2014.** To take advantage of the delayed amendment deadline, the cafeteria plan must comply in operation with the ACA's limit for health FSAs for plan years beginning after Dec. 31, 2012.

Employers that amended their cafeteria plans to set the health FSA maximum at the "statutory maximum" do not need to amend their plan again since the plan can automatically be increased to the new "statutory maximum." However, these employers will want to communicate to their employees that the maximum has been increased to $2,550 for plan year 2015.

Employers that have set the maximum health FSA election at a specific dollar amount will need to amend their cafeteria plans to change the health FSA maximum to a different amount up to the $2,550 amount if they so choose.

This Gehring Group Legislative Brief is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

IRS Increases FSA Limit to $2,550

COMPLIANCE MISTAKES

Compliance relief is provided for certain salary reduction contributions exceeding the $2,500 limit that are due to a reasonable mistake and not willful neglect and that are corrected by the employer. More specifically, if one or more employees are mistakenly allowed to elect a salary reduction of more than $2,500 for a plan year, the error may be corrected without causing the cafeteria plan to lose its preferential tax status if:

- The plan's terms apply uniformly to all participants;
- The error results from a reasonable mistake by the employer (or its agent) and is not due to the employer's (or agent's) willful neglect; and
- Salary reductions in excess of the $2,500 limit are paid to the employee and reported as wages for income tax withholding and employment tax purposes on the employee's Form W-2.

USE-OR-LOSE RULE

The "use-or-lose" rule generally prohibits any contribution or benefit under a health FSA from being used in a following plan year or period of coverage. According to the IRS, the $2,500 limit reduces the potential for using health FSAs to defer compensation and limits the extent to which salary reduction amounts may accumulate over time.

On Oct. 31, 2013, the IRS released Notice 2013-71 (Notice), which relaxes the "use-or-lose" rule for health FSAs. Under the relaxed rule, employers will now be able to allow participants to carry over up to $500 in unused funds into the next year. **This modification applies only if the plan does not also incorporate the grace period rule**.

The IRS decided to change the "use-or-lose" for a number of reasons, including:

- Difficulty for employees in predicting their future needs for medical expenditures;
- Minimizing unnecessary spending at the end of a year or grace period;
- The possibility that lower- and moderate-paid employees are reluctant to participate in an FSA because of the risk of losing salary reduction contributions; and
- The opportunity to ease and potentially to simplify the administration of health FSAs.

Under the modified rule, an employer, at its option, is permitted to amend its section 125 cafeteria plan document to allow up to $500 of unused amounts remaining at the end of a plan year in a health FSA to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year. The plan may specify a lower amount as the permissible maximum (and has the option of not permitting any carryover at all). As noted above, this modification applies only if the plan does not also incorporate the grace period rule.

The carryover of up to $500 may be used to pay or reimburse medical expenses under the health FSA incurred during the entire plan year to which it is carried over. For this purpose, the amount remaining unused as of the end of the plan year is the amount unused after medical expenses have been reimbursed at the end of the plan's run-out period for the plan year. A cafeteria plan may not allow unused amounts to be cashed out or converted to any other taxable or nontaxable benefit.

If an employer amends its plan to adopt a carryover, the same carryover limit must apply to all plan participants. A cafeteria plan is not permitted to allow unused amounts relating to a health FSA to be cashed out or converted to any other taxable or nontaxable benefit.

Carryover Amount

With respect to a participant, the amount that may be carried over to the following plan year is equal to the **lesser of**:

- Any unused amounts from the immediately preceding plan year; or
- $500 (or a lower amount specified in the plan).

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IRS Increases FSA Limit to $2,550

Any unused amount in excess of $500 (or a lower amount specified in the plan) remaining at the end of the run-out period for the plan year is forfeited. Any unused amount remaining in an employee's health FSA as of termination of employment also is forfeited (unless, the employee elects COBRA coverage with respect to the health FSA).

Effect on the $2,500 Limit and Grace Period

This new carryover *does not affect* the $2,500 limit on salary reduction contributions. This means the plan may permit the individual to elect up to $2,500 in salary reductions in addition to the $500 that may be carried over.

According to the IRS, this carryover option provides an alternative to the current grace period rule and administrative relief similar to that rule. A plan adopting this carryover provision may not also provide a grace period with respect to health FSAs. Also, for any plan year, the plan may not:

- Allow an individual to salary reduce for qualified health FSA benefits more than the indexed $2,500 salary reduction limit; or
- Reimburse claims incurred during the plan year that exceed the $2,500 salary reduction limit (and any non-elective employer flex credits) plus the carryover amount of up to $500.

The Uniform Coverage Rule

The uniform coverage rule, which requires that the maximum amount of reimbursement from the health FSA be available for claims incurred at all times during the period of coverage, continues to apply for plans adopting the $500 carryover.

Administration

For ease of administration, a cafeteria plan is permitted to treat reimbursements of all claims for expenses that are incurred in the current plan year as reimbursed first from unused amounts for the current plan year and, only after exhausting these current plan year amounts, as then reimbursed from unused carryover amounts from the preceding plan year.

- Any carryover amounts that are used to reimburse a current year expense:
- Reduce amounts available to pay prior plan year expenses during the run-out period;
- Must be counted against the permitted carryover of up to $500; and
- Cannot exceed the permitted carryover.

The Notice also includes examples of how the carryover operates.

Written Cafeteria Plan Amendment Required

To implement the new $500 carryover option, a cafeteria plan offering a health FSA must be amended to include the carryover provision.

The amendment must be adopted on or before the last day of the plan year from which amounts may be carried over, and may be effective retroactively to the first day of that plan year, provided that:

- The cafeteria plan operates in accordance with the rules in the Notice and informs participants of the carryover provision; and
- A plan may be amended to adopt the carryover provision for a plan year that begins in 2013 at any time on or **before the last day of the plan year beginning in 2014.**

If a plan has provided for a grace period and is being amended to add a carryover provision, the plan must also be amended to eliminate the grace period provision by no later than the end of the plan year from which amounts may be carried over. The ability to eliminate a grace period provision previously adopted for the plan year in which the amendment is adopted may be subject to non-Code legal constraints.

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Exhibit 8
Sample Client Webinar

Mastering Your Form 1094-C

Client Webinar

Presented by:
Kate Grangard, CPA, CFO/COO

April 19, 2016

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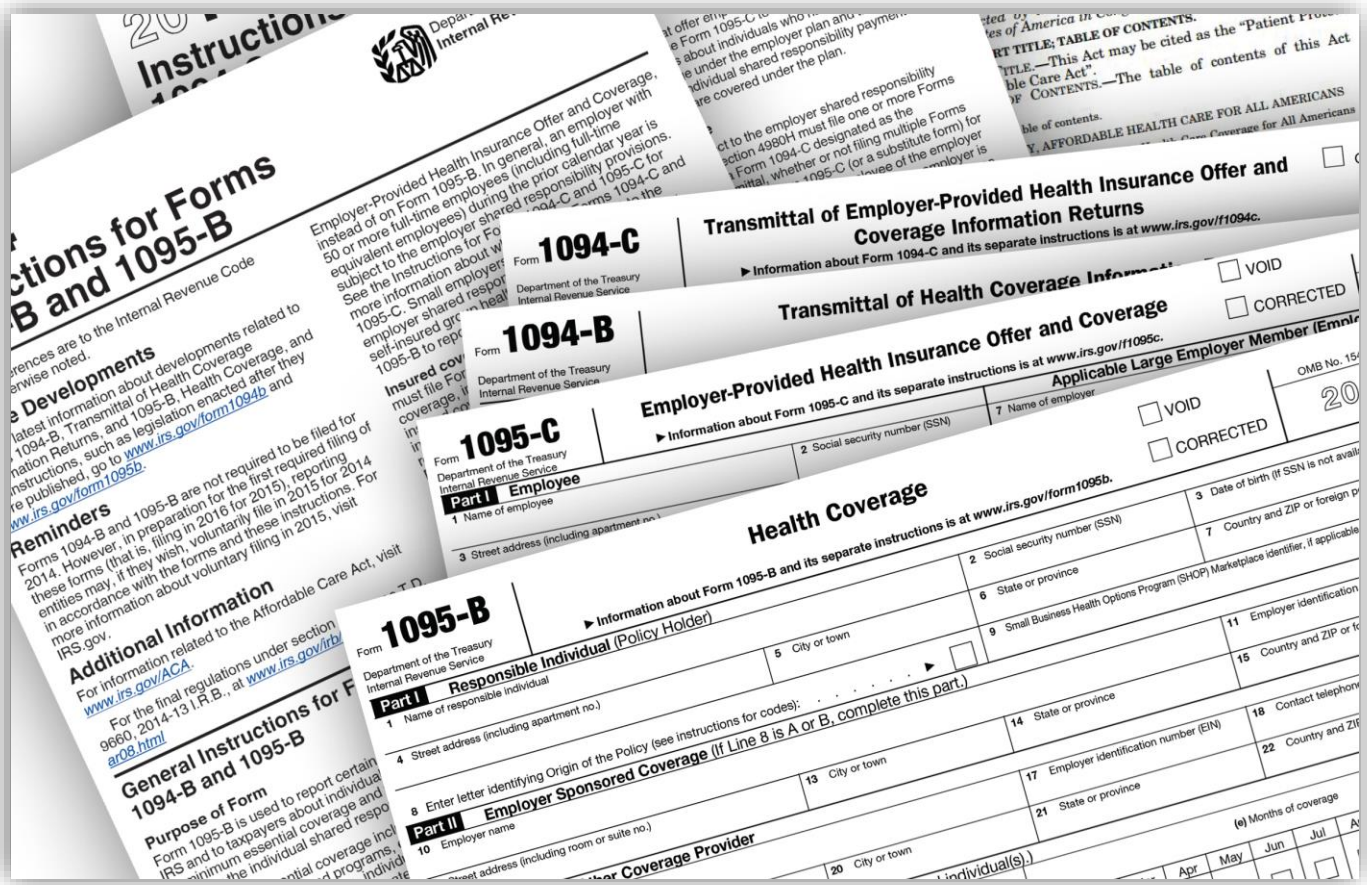
Reporting Summary



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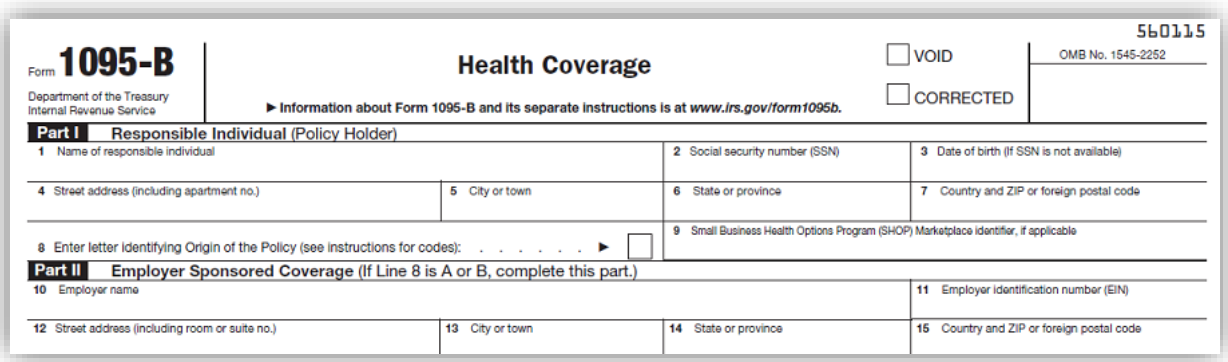
Reporting Summary

MEC – Minimum Essential Coverage Reporting Form 1095-B and Transmittal Form 1094-B

- Member and Dependent Coverage by Month
- Self Insured Employers
- Non ALE Employers/RHS Accounts/Non-employees
- Combined on Form 1095-C if also ALE
- Reporting due 2016 based on Calendar Year 2015 (W-2 deadlines)
- Section 6055
- Due to EE's 3/31/16



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Form **1095-B**

Department of the Treasury
Internal Revenue Service

Health Coverage

► Information about Form 1095-B and its separate instructions is at *www.irs.gov/form1095b.*

☐ VOID
☐ CORRECTED

OMB No. 1545-2252

Part I Responsible Individual (Policy Holder)

1 Name of responsible individual		2 Social security number (SSN)	3 Date of birth (If SSN is not available)
4 Street address (including apartment no.)	5 City or town	6 State or province	7 Country and ZIP or foreign postal code
8 Enter letter identifying Origin of the Policy (see instructions for codes): . . . . . ► ☐		9 Small Business Health Options Program (SHOP) Marketplace identifier, if applicable	

Part II Employer Sponsored Coverage (If Line 8 is A or B, complete this part.)

10 Employer name			11 Employer identification number (EIN)
12 Street address (including room or suite no.)	13 City or town	14 State or province	15 Country and ZIP or foreign postal code

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Reporting Summary

ALE – Applicable Large Employer Reporting Form 1095-C and Transmittal Form 1094-C

- Employer Level Reporting
- 50+ employees (FT + FTE) – Fully Insured & Self Insured
- Report due for any employee eligible for at least 1 month of year
- Offer of Coverage & Coverage Code/Safe Harbor/Cost
- Reporting due 2016 based on Calendar Year 2015 (W-2 deadlines)
- Comprehensive Transmittal including various elections
- Section 6056
- Due to EE's 3/31/16

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Deadlines & Penalties

Due Dates:

IRS Deadline for 1094/1095	2015 Return (filed in 2016)	2016 Return (filed in 2017)
Distribute 1095-B and 1095-C Forms to employees by:	March 31, 2016	January 31, 2017
Deadline to file 1094/1095-B and 1094/1095-C with IRS by:	***If Filing Paper***: May 31, 2016 ***If Filing Electronically***: June 30, 2016	***If Filing Paper***: Feb 28, 2017 ***If Filing Electronically***: March 31, 2017

- "Good faith effort" penalty relief

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Deadlines & Penalties

Penalty Exposure Related to Reporting

IRS Rev Proc 2016-11:
Penalties assessed under:Section 6721 (file with IRS) & 6722 (furnish to recipient)
https://www.irs.gov/pub/irs-drop/rp-16-11.pdf

.06 Failure to File Correct Information Returns. For taxable years beginning in 2015, the penalty amounts under § 6721 are:

(1) for persons with average annual gross receipts for the most recent three taxable years of more than $5,000,000, for failure to file correct information returns are:

Scenario	Penalty Per Return	Calendar Year Maximum
General Rule (§ 6721(a)(1))	$260	$3,178,500
Corrected on or before 30 days after required filing date (§ 6721(b)(1))	$50	$529,500
Corrected after 30th day but on or before August 1 (§ 6721(b)(2))	$100	$1,589,000

(2) for persons with average annual gross receipts for the most recent three taxable years of $5,000,000 or less, for failure to file correct information returns are:

Scenario	Penalty Per Return	Calendar Year Maximum
General Rule (§ 6721(d)(1)(A))	$260	$1,059,500
Corrected on or before 30 days after required filing date (§ 6721(d)(1)(B))	$50	$185,000
Corrected after 30th day but on or before August 1 (§ 6721(d)(1)(C))	$100	$529,500

.07 Failure to Furnish Correct Payee Statements. For taxable years beginning in 2015, the penalty amounts under § 6722 are:

(1) for persons with average annual gross receipts for the most recent three taxable years of more than $5,000,000, for failure to file correct payee statements are:

Scenario	Penalty Per Return	Calendar Year Maximum
General Rule (§ 6722(a)(1))	$260	$3,178,500
Corrected on or before 30 days after required filing date (§ 6722(b)(1))	$50	$529,500
Corrected after 30th day but on or before August 1 (§ 6722(b)(2))	$100	$1,589,000

(2) for persons with average annual gross receipts for the most recent 3 taxable years of $5,000,000 or less, for failure to file correct payee statements are:

Scenario	Penalty Per Return	Calendar Year Maximum
General Rule (§ 6722(d)(1)(A))	$260	$1,059,500
Corrected on or before 30 days after required filing date (§ 6722(d)(1)(B))	$50	$185,000
Corrected after 30th day but on or before August 1 (§ 6722(d)(1)(C))	$100	$529,500

INTENTIONAL DISREGARD: $520/RETURN with NO LIMIT

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Topics of Discussion

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Deadlines & Penalties

Discussion Topics

- Correcting the Forms 1095-C
- Review the 1094-C Form in Detail
- Review Completed Form 1094-C Forms
- Q&A: E-mail to cindy.Thompson@gehringgroup.com

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Topics of Discussion

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The 1095-C Boomerang Effect

Form 1095-C:

- Two types of Reporting Solutions:
  1. Complete and file the Form 1094-C at the same time as 1095-C's
     - Corrections to 1095-C's: CORRECTED FORM now
  2. Complete and mail 1095-C's, send corrected forms as needed, complete and file Form 1094-C by later due date based on corrected info
     - Corrections to 1095-C's: UPDATED FORM before 1094-C filed, CORRECTED FORM after

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The 1095-C Boomerang Effect

Form 1095-C:

- Two error notification sources:
  - Errors noticed by the Employee
  - Errors noticed by the IRS
    - IRS is using a "robust validation set"- not the same E-verify or Social Security Number Verification Service that are used for verifying SSN for Form W-2's
      - No indication if error is employee or dependent if applicable
    - Greatland - Approximately 6% of 1095 Forms are being returned for Invalid PIN type errors – 5% on C Forms and 9% on B Forms.
    - IRS bouncing some returns due to internal errors – currently being fixed
- Errors hould be more prevalent in 1st year of reporting

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The 1095-C Boomerang Effect

Completing the Updated Form 1095-C:

- Psst ACA-Track - until Form 1094-C Filed (1094-C reporting availability expected early May)
  - Log into site and make correction
  - New pdf run and return reviewed
  - Updated return mailed by ACA-Track
- Worxtime - until Form 1094-C Filed (1094-C reporting availability expected shortly – currently in client testing)
  - Few changes - Log into site and make correction
  - Batch changes – Reach out to Worxtime contact or GG/BT for assistance
  - Returns batched 2x per week for print and mail, or print and mail by ER

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The 1095-C Boomerang Effect

Completing the Updated Form 1095-C:

- Greatland – Go into system and file CORRECTED returns

Views: **1254** Created: **2016-03-22 12:46** Last Updated: **2016-04-07 11:22**

SYMPTOM

I received a correction needed status for the reason of TIN Validation Failed. What is this and how do I fix it?

SOLUTION

A "Correction Needed" or "TIN Validation Failed" message indicates that the IRS found a Name/TIN combination on a 1095 form that does not match IRS records. These error messages can be confusing because the IRS does not specify which name(s)/TIN(s) caused the error, and there may be multiple errors of this type on a single form. This article is intended to lead you through the process of correcting TIN errors so that your ACA filing can reach an "Accepted" status.

How do I know if I have a TIN Validation error?

Greatland will inform you of a TIN validation error via e-mail, within the product message center on Your Filing Home, and on the Correction Report which is available within Form Filing History. To access the report either click on the link displayed in the product message center or select Form Filing History from Your Filing Home.

Within Form Filing History select the yellow caution symbol next to the confirmation number of the 1095 filing. Choose View Correction Report. A report will be downloaded that lists forms that need corrections and the related error message. The sample below indicates that recipients John Doe and Jane Smith both have TIN validation errors on their 1095-C forms.

Form Title	Payer TIN	Payer Name	Recipient TIN	Recipient Name	Error Message
1095-C	12-3456789	ABC Company	123-45-6789	John Doe	TIN Validation Failed
1095-C	12-3456789	ABC Company	123-45-6789	John Doe	TIN Validation Failed
1095-C	12-3456789	ABC Company	123-45-6789	John Doe	TIN Validation Failed
1095-C	98-7654321	XYZ Corporation	987-65-4321	Jane Smith	TIN Validation Failed

How do I know which name or TIN on the form is incorrect?

Unfortunately, the IRS does not provide specific information on TIN validation errors. The only information that is provided is the name and TIN of the recipient; however, the TIN validation error could be the name/TIN combination for the recipient, or a covered individual of the recipient, or both. Since it is impossible to know which name/TIN combination caused the error, it will be necessary to validate all name/TIN fields on the form, both the recipient and the covered individuals. Also note that if you find that the name/TIN field on the recipient is incorrect, you will also need to correct their information in the Covered Individuals section of the form.

The Correction Report above indicates that John Doe, with recipient TIN 123-45-6789, has three TIN validation errors on his Form 1095-C. However, since the IRS does not specify which name/TIN fields on the form caused the errors any of the following are possible and need to be validated:

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The 1095-C Boomerang Effect

Completing the Updated Form 1095-C:

- Greatland – Go into system and file CORRECTED returns

John Doe's name/TIN combination is incorrect in the Employee Name field AND in the Covered Individuals field and one other individual listed in the Covered Individuals section has an incorrect name/TIN combination.

John Doe's name/TIN combination is incorrect in the Employee Name field OR in the Covered Individuals field and two other individuals listed in the Covered Individuals section have incorrect name/TIN combinations.

Three individuals listed in the Covered Individuals section (not John Doe) have incorrect name/TIN combinations.

This example also shows that Jane Smith has one TIN validation error on her Form 1095-C. Again, the error could indicate that the recipient name/TIN information is incorrect, or that there is an incorrect name/TIN in the Covered Individuals section of the 1095 form. Either of the following are possible and need to be validated:

Jane Smith's name/TIN combination is incorrect in the Employee Name field OR in the Covered Individuals section.

One individual listed in the Covered Individuals section (not Jane Smith) has an incorrect name/TIN combination.

How do I obtain the correct TIN information?

Follow these steps to ensure you have met all requirements to obtain the correct name/TIN information:

Check your records (HR/Benefits, Payroll data) to verify that all name/TIN combinations were entered correctly on Form 1095.

Contact the employee or employer to validate the recipient name/TIN combination and covered individuals name(s)/TIN(s).

1095-B Forms - check with the sponsoring employer or responsible individual to validate the name/TIN information.

1095-C Forms - check with your employee to validate the name/TIN information.

Contact your local Social Security Administration (SSA) office to determine if your information matches SSA's information.

If still not resolved, delete TINs for the Responsible Individual (1095-B) and the Covered Individuals (1095-B and 1095-C) and enter the applicable date(s) of birth in the appropriate fields. The date of birth cannot be used for the employee listed on the Form 1095-C

Once you have identified the incorrect name/TIN fields and have obtained the correct data, you may enter a 1095 correction in Yearli Performance. Submit your corrected forms as soon as possible. **If you do not change any data on your forms, do not resubmit your forms to the IRS.**

What if I can't resolve a TIN issue?

You may be unable to resolve a TIN issue if you can't reach a particular employer or individual to validate their TIN or obtain their date of birth. It is also possible that you have taken all required steps and believe that your data is accurate. In these cases, *make sure you have documented your process thoroughly to avoid potential fines and penalties*. The IRS has outlined the following process for 1095 forms:

Make an initial solicitation of recipient and covered individuals' TINs at an individual's first enrollment or, if already enrolled by September 17, 2015, the next open season.

If you do not receive the TINs, make the second solicitation at a reasonable time thereafter.

If TINs are still not provided, make a third solicitation by December 31 of the year following the initial solicitation. You are not required to solicit a TIN from an individual whose coverage is terminated.

How do I enter a correction in Yearli Performance?

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The 1095-C Boomerang Effect

Completing the Updated Form 1095-C:

- Greatland – Go into system and file CORRECTED returns

How do I enter a correction in Yearli Performance?

To submit a 1095 correction for the TIN Validation Failed forms:

1. Select the View Details button in the Message Center.
2. Or, select Form Filing History and click the yellow caution triangle next to the confirmation number.
3. Select the Correct button.
4. All of the forms will be moved to Forms in Progress.
5. Select the Edit link next to the form that needs to be corrected.
6. Make the necessary changes and choose the Save button.
7. Select the previous employee or next employee arrow to move through the additional forms quickly. See the sample below.
8. Repeat steps 6 and 7 for all remaining forms that need to be corrected.
9. Once complete, select the File Forms button.

What is the deadline to correct TIN Validation errors?

We recommend correcting the forms as soon as possible. For the tax year 2015 1095 forms, the IRS is allowing the corrections to be filed until November 30, 2016.

- Does not appear Employers can validate SSN through SSNVS, except Employee for Form W-2: https://www.ssa.gov/employer/ssnvshandbk/ssnvs_bso.htm#&a0=1

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The 1095-C Boomerang Effect

Completing the Updated Form 1095-C:

- Other systems – understand the process and the requirements
  - ASK:
    - Was the Form 1094-C filed already?
      - If yes, how are corrected returns input and processed (Form 1094-C refiled)
    - If not, when will the Form 1094-C form filing capability be available?
      - How are corrections made before the Form 1094-C is filed

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The 1095-C Boomerang Effect

Form 1095-C Corrected/Updated Forms Review

- Know your system – corrected vs updated
- “File ASAP after an error is discovered”
- First year errors may be more extensive
- We’re all in this together!

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Said no one - EVER!

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

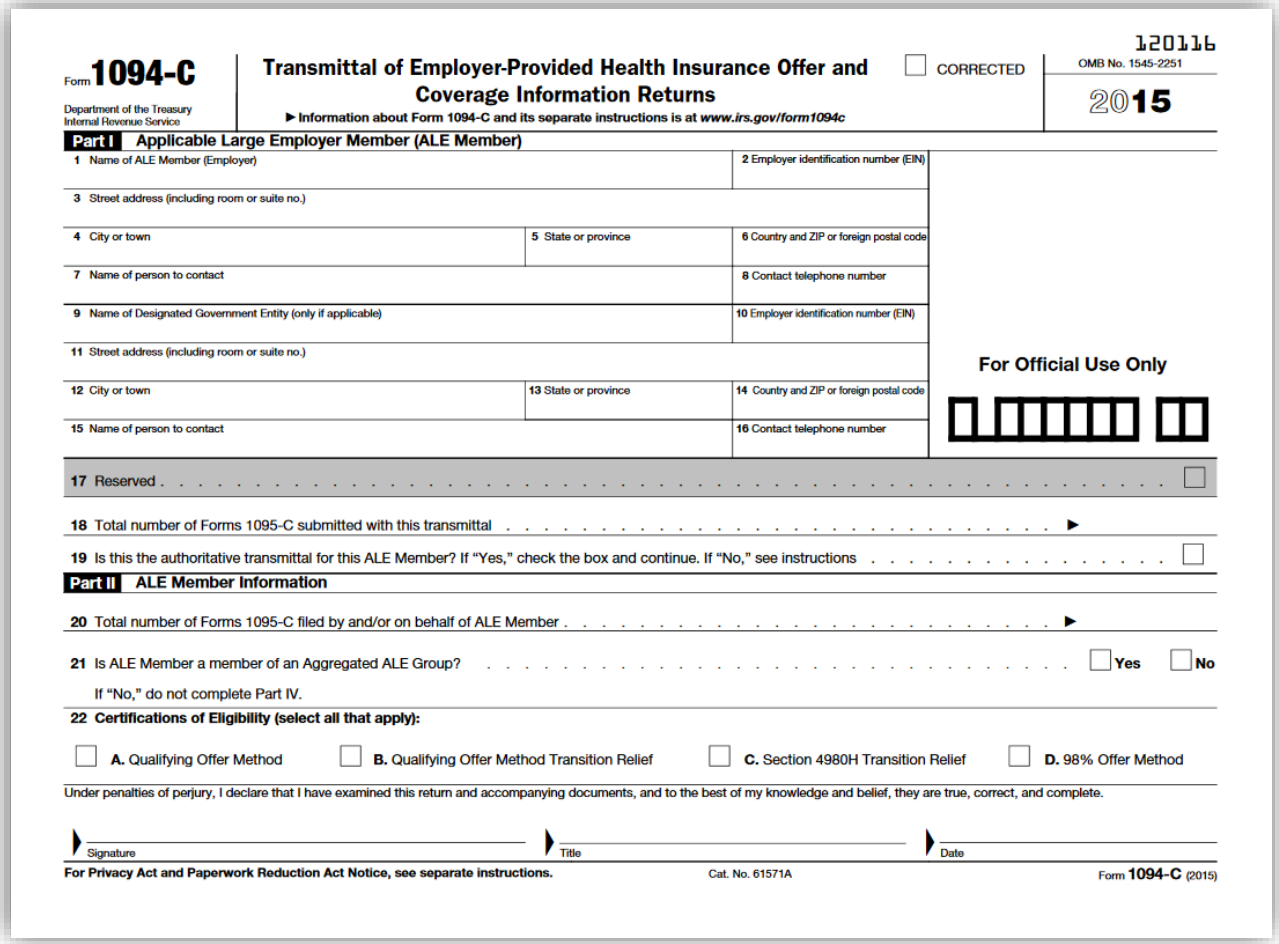
Review of Form 1094-C (Transmittal)

Federal Regulations:
https://www.gpo.gov/fdsys/pkg/FR-2014-03-10/pdf/2014-05050.pdf

IRS Instructions:
https://www.irs.gov/pub/irs-pdf/i109495c.pdf

1094 Form:
https://www.irs.gov/pub/irs-pdf/f1094c.pdf

Section 6056 FAQ:
https://www.irs.gov/Affordable-Care-Act/Employers/Questions-and-Answers-on-Reporting-of-Offers-of-Health-Insurance-Coverage-by-Employers-Section-6056



Form **1094-C**
Department of the Treasury
Internal Revenue Service

Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

▶ Information about Form 1094-C and its separate instructions is at *www.irs.gov/form1094c*

☐ CORRECTED

120116
OMB No. 1545-2251
2015

Part I Applicable Large Employer Member (ALE Member)

1 Name of ALE Member (Employer) | 2 Employer identification number (EIN)
3 Street address (including room or suite no.)
4 City or town | 5 State or province | 6 Country and ZIP or foreign postal code
7 Name of person to contact | 8 Contact telephone number
9 Name of Designated Government Entity (only if applicable) | 10 Employer identification number (EIN)
11 Street address (including room or suite no.)
12 City or town | 13 State or province | 14 Country and ZIP or foreign postal code
15 Name of person to contact | 16 Contact telephone number

For Official Use Only

17 Reserved . . . ☐
18 Total number of Forms 1095-C submitted with this transmittal . . . ▶
19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . ☐

Part II ALE Member Information

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . ▶
21 Is ALE Member a member of an Aggregated ALE Group? . . . ☐ Yes ☐ No
If "No," do not complete Part IV.
22 **Certifications of Eligibility (select all that apply):**

☐ **A.** Qualifying Offer Method ☐ **B.** Qualifying Offer Method Transition Relief ☐ **C.** Section 4980H Transition Relief ☐ **D.** 98% Offer Method

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.

▶ Signature ▶ Title ▶ Date

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 61571A Form **1094-C** (2015)

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Review of Form 1094-C (Transmittal)

120216

Form 1094-C (2015) Page 2

Part III ALE Member Information—Monthly

		(a) Minimum Essential Coverage Offer Indicator		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
		Yes	No				
23	All 12 Months	☐	☐			☐	
24	Jan	☐	☐			☐	
25	Feb	☐	☐			☐	
26	Mar	☐	☐			☐	
27	Apr	☐	☐			☐	
28	May	☐	☐			☐	
29	June	☐	☐			☐	
30	July	☐	☐			☐	
31	Aug	☐	☐			☐	
32	Sept	☐	☐			☐	
33	Oct	☐	☐			☐	
34	Nov	☐	☐			☐	
35	Dec	☐	☐			☐	

Form **1094-C** (2015)

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Review of Form 1094-C (Transmittal)

120315

Form 1094-C (2015) Page 3

Part IV Other ALE Members of Aggregated ALE Group

Enter the names and EINs of Other ALE Members of the Aggregated ALE Group (who were members at any time during the calendar year).

Name	EIN	Name	EIN
36		51	
37		52	
38		53	
39		54	
40		55	
41		56	
42		57	
43		58	
44		59	
45		60	
46		61	
47		62	
48		63	
49		64	
50		65	

Form **1094-C** (2015)

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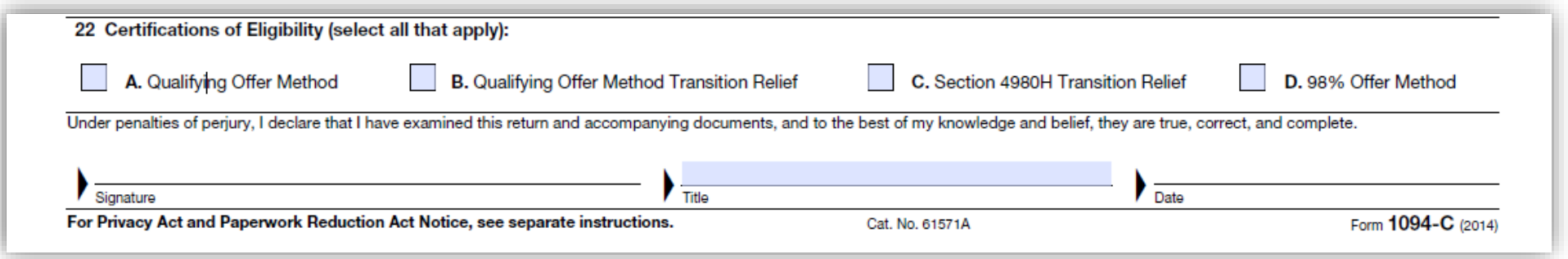
Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Available Elections on Transmittal for Simplified Reporting & Transitional Relief



22 Certifications of Eligibility (select all that apply):

☐ A. Qualifying Offer Method ☐ B. Qualifying Offer Method Transition Relief ☐ C. Section 4980H Transition Relief ☐ D. 98% Offer Method

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature | Title | Date

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 61571A Form 1094-C (2014)

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Three Affordability Safe Harbors:

1. Form W-2 Safe Harbor – Employee contribution for lowest cost employee only coverage does not exceed 9.66 (2016 of employee's Box 1 W-2 wages for the applicable calendar year.
2. Rate of Pay Safe Harbor – Test using monthly salary at the beginning of the plan year as base. Employee only cost cannot exceed 9.5% of earnings as of the first day of the plan year

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Three Affordability Safe Harbors:

3. "Federal Poverty Line" (FPL) Safe Harbor – Coverage will be "affordable" if self-only coverage does not exceed 9.5% of Federal Poverty Level for single individual.
   - 2015 individual FPL is $11,770 * 9.5% Monthly Cost ≤ $93.18)
   - 2016 Individual FPL is $11,880 * 9.66% Monthly Cost ≤ $95.64)

2015 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

Persons in family/household	Poverty guideline
1	$11,770
2	15,930
3	20,090
4	24,250
5	28,410
6	32,570
7	36,730
8	40,890
For families/households with more than 8 persons, add $4,160 for each additional person.	

2016 Poverty Guidelines for the 48 Contiguous States and the District of Columbia Back to Top

Persons in family/household	Poverty guideline
1	$11,880
2	16,020
3	20,160
4	24,300
5	28,440
6	32,580
7	36,730
8	40,890
For families/households with more than 8 persons, add $4,160 for each additional person.	

http://aspe.hhs.gov/poverty/15poverty.cfm & https://www.federalregister.gov/articles/2016/01/25/2016-01450/annual-update-of-the-hhs-poverty-guidelines#t-1

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

- Available Elections on Transmittal
  - **Qualifying Offer Method (line 22A)** – available if Employer made a qualifying offer of coverage to 1 or more full-time employees for all months of the year for which an employer shared responsibility payment (ESRP) could apply to that employee. Offer of coverage must be minimum essential coverage (MEC), minimum value (MV), and affordable under FPL safe harbor. Enter 1A on 1095-C, Part II line 14, and leave line 15 blank for applicable employee.

Line 22, Box A - Qualifying offer. Check this box if ER is eligible to use, and is using code "1A" on Form 1095-C, for 1 or more employees, for all months in which they were eligible. Use of this election is optional, but ER must check this box A on Line 22 if using Indicator Code 1A on line 14.

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

- Available Elections on Transmittal
  - **Qualifying Offer Method Transition Relief – (line 22B)** – available if ER made a qualifying offer of coverage to 95% or more of it's full time employees, for 1 or more months of the year. Enter 1A or Code 1I only on 1095-C, Part II line 14, and MUST leave line 15 blank for all months for applicable employee. Use only Codes 1A (for months offered coverage) and 1I (for any months not offered coverage regardless of the reason). An employee in wait period is not counted toward the monthly 95%.

Line 22, Box B - Qualifying offer Method Transition Relief. Check this box if you are eligible to use, and are using code "1A" and code "1I" only on line 14 of Form 1095-C. The employer is certifying they made a qualifying offer of coverage to at least 95% of FT eligible employees 1 or more months. This is a 2015 election only. Use of this election is optional, but you must check Box B on line 22 if using Indicator Code 1I on line 14. This election is optional.

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

- Available Elections on Transmittal
  - **Section 4980H Transition Relief (line22C)**– available if ER qualifies and is electing transition relief due to:
    - Midsize Employer Transition Relief
      - 50-99 FTE+FTEE and meet the requirements of transition relief
    - Relief when Calculating Assessable Penalties
      - 100>= FTE + FTEE Calendar Year Plan
    - Checking this box AND signing form is the Employers Certification that the employer qualifies for this Transition Relief from ESRP as applicable.

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

- Available Elections on Transmittal
  - **Section 4980H Transition Relief (line22C)**

    Midsize Employer Transition Relief Requirements:

    - Not modified plan after February 9, 2014 to begin on later calendar date
    - Not reduced workforce size or overall hours of service to qualify for delay
    - Not eliminated or materially reduced coverage in effect of February 9, 2014. A material reduction includes:
      - ER Contribution is either less that 95% of dollar amount of single only ER Contribution on 2/9/2014 or is a small % that the ER was paying on 2/9/2014
      - A change was made to the benefits in place on 2/9/2014 that caused the plan to fall below MV
      - The class of employees or dependents eligible for overage on February 9, 2014 has been reduced
    - Delays requirement to offer health benefits until 1st day of plan year starting on or after 1/1/2016

Line 22, Box C – Section 4980H Transition Relief. Check this box if ER is eligible to elect, and is electing Midsize ER Relief. Use of this election is optional, but ER must check this box C on Line 22 and use CODE "A" in Column (e) of Part III.

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

- Available Elections on Transmittal
  - **Section 4980H Transition Relief (line22C)**

    Relief when Calculating Assessable Penalties:

    - If any FT eligible employee not offered coverage qualifies for and receives a subsidy on the exchange; then the employer with 100 or more employees that failed to offer coverage to 70% or more of FT eligible employees will owe $2,000 penalty multiplied by Total FT Employees. The penalty is reduced by the first 30 employees.
    - Checking this box allows a reduction of the first 80 employees when calculating this penalty.

Line 22, Box C – Section 4980H Transition Relief. Check this box if ER size is more than or equal to 100 FT employees, and is electing this Relief when calculating Assessable Penalties. Use of this election is optional, however, it could provide a safety net in the event less than 100% of eligible employees were offered coverage. Check this box C on Line 22 and use CODE "B" in Column (e) of Part III.

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Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

- Available Elections on Transmittal
  - **98% Offer Method (22D)**– available if ER made an offer of minimum value, affordable health coverage (under any of the safe harbors) to 98% of its employees for whom it is filing a Form 1095-C , (regardless of if they are FT or PT). ER certifies that calculation based on all months in which employees were employed, discarding months in wait period; and an offer of MEC coverage was made to dependents. Would not need to identify FT vs PT employees, but need to file a Form 1095-C for all FT employees if ER is SI or FI, and for PT employees when self-insured.

Line 22, Box D – 98% Offer Method. Check this box if ER is eligible to elect, and is electing the 98% Offer Method. Use of this election is optional, but ER making this election is not required to complete the FT Employee Count in Part III, Column (b) of Form 1094-C.

GEHRING GROUP INSURANCE BROKERS & CONSULTANTS

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Form 1094-C – ALE Transmittal

Completed for EMPLOYER (By ER or DGE)

120116

Form **1094-C**

Department of the Treasury
Internal Revenue Service

Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

► Information about Form 1094-C and its separate instructions is at *www.irs.gov/form1094c*

☐ CORRECTED

OMB No. 1545-2251

2015

Part I Applicable Large Employer Member (ALE Member)

1 Name of ALE Member (Employer)

2 Employer identification number (EIN)

3 Street address

4 City or town

6 Country and ZIP or foreign postal code

7 Name of person to contact

8 Contact telephone number

9 Name of Designated Government Entity (only if applicable)

10 Employer identification number (EIN)

11 Stree

12 City

14 Country and ZIP or foreign postal code

15 Name of person to contact

16 Contact telephone number

For Official Use Only

17 Reserved . . . . . ☐

18 Total number of Forms 1095-C submitted with this transmittal . . . . . .

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continu . . . ☐

Part II ALE Member Information

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . . ►

21 Is ALE Member a member of an Aggregated ALE Group? . . . . . ☐ Yes ☐ No

If "No," do not complete Part IV.

22 **Certifications of Eligibility (select all that apply):**

☐ **A.** Qualifying Offer Method ☐ **B.** Qualifying Offer Method Transition Relief ☐ **C.** Section 4980H Transition Relief ☐ **D.** 98% Offer Method

U enalties of perjury, I declare that I have e ed this return and accompanying documents, and to the b my knowledge and belief, they are true, corre mplete.

ork Rec ns. ► Title ►

Reporting Employer Information

Designated Government Entity (DGE). A DGE is a person or persons that are part of or related to the Governmental Unit that is the ALE Member and that is appropriately designated for purposes of these reporting requirements.

If single employer plan or employer of controlled group plan, Check Box 19 yes and complete remainder of Part 2.

If #21 is yes, complete Part IV (Control Group Rules)

Full-time EE 1 or more months, MV, FPL safe harbor. 1A on Line 14 of 1095-C. Line 15 blank.

Qualifying offer (MV, FPL) to 95% of full-time EE's in one or more CY 2015 months; Line 14 code 1A or 1I only. 2015 only

50-99 EE's "A" in column (e); 100+ employees not 100% offered coverage, "B" in column (e) on Part III

Offered MV, Affordable coverage to 98% of all employees for whom 1095-C filed; and MEC to dependents all months of reporting year. Don't complete

Form 1094-C – ALE Transmittal

Completed for EMPLOYER (By ER or DGE)

120215

Form 1094-C (2014) Page 2

Part III ALE Member Information—Monthly

		(a) Minimum Essential Coverage Offer Indicator		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
		Yes	No				
23	All 12 Months	☐	☐			☐	
24	Jan	☐	☐			☐	
25	Feb	☐	☐			☐	
26	Mar	☐	☐				
27	Apr	☐	☐				
28	May	☐	☐				
29	June	☐	☐				
30	July	☐	☐				
31	Aug	☐	☐				
32	Sept	☐	☐				
33	Oct	☐	☐				
34	Nov	☐	☐			☐	
35	Dec	☐	☐				

Form **1094-C** (2014)

Check "Yes" for all months coverage MEC offered to 95% of full-time employees plus dependents.

In 2015, also check "Yes" box for Transition Relief month (if needed).

- **Non Calendar Plan Year * Offer Made to 70% FT EE**
- **No Dependents 2015**
- **Jan 2015 only relief – coverage as of 1st pay in 2015**

Full-time employees not including those in Limited Non-Assessment Period i.e. 1) 1st three months of calendar year (Jan-Mar) in which ALE if ER didn't offer; 2) wait period under monthly measurement method; 3) initial waiting period for FT EE & initial measurement period + admin period PT/VAR EE measured in look back measure period, 4)wait period after change in status from PT/VAR to FT; 5) First fractional month of employment, coverage in prior year

Monthly employee count on (1) first or (2) last day of each month, or (3) the 12th day of each month; or (4) first or (5) last day of first pay period of each month = FT + PT + Variable + Seasonal + EE's in LNA

Check for months in which part of controlled group

Enter "A" employer has 50-99 employees and claiming Midsize Employer Transition Relief – no penalties in 2015.

Enter "B" if Relief when Assessing Penalties Elected– 100+ employees claiming 80 exemption relief

Part II Line 22 Box C must be checked

Should total (FT EE Offer Code on Line 14 incl Code 1I) PLUS (FT EE's reported 1H on line 14 and 2I on line 16) EXAMPLE

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GEHRING GROUP INSURANCE BROKERS & CONSULTANTS

Form 1094-C – ALE Transmittal

Completed for EMPLOYER (By ER or DGE)

120315

Form 1094-C (2014) Page 3

Part IV Other ALE Members of Aggregated ALE Group

Enter the names and EINs of Other ALE Members of the Aggregated ALE Group (who were members at any time during the calendar year).

	Name	EIN		Name	EIN
36			51		
37			52		
38			53		
39					
40					
41					
42					
43					
44			59		
45			60		
46			61		
47			62		
48			63		
49			64		
50			65		

Complete if Checked YES on Line 21.
Complete Part III Column D.
Only include other members of Controlled Group. List top 30 in descending order – highest # monthly average FT EE's to lowest.

Form 1094-C (2014)

Form 1094-C – ALE Transmittal

Completed for EMPLOYER (By DGE)

120116

Form 1094-C

Department of the Treasury
Internal Revenue Service

Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

► Information about Form 1094-C and its separate instructions is at *www.irs.gov/form1094c*

☐ CORRECTED

OMB No. 1545-2251

2015

Part I Applicable Large Employer Member (ALE Member)

1 Name of ALE Member (Employer)		2 Employer identification number (EIN)
ACALAND County Clerk of Court		28-0334688
3 Street address (including room or suite no.)		
2550 Fiduciary Way		
4 City or town	5 State or province	6 Country and ZIP or foreign postal code
Reportaway	FL	34888
7 Name of person to contact		8 Contact telephone number
Cindy Thompson		561-626-7770
9 Name of Designated Government Entity (only if applicable)		10 Employer identification number (EIN)
ACALAND County Board of County Commissioners		28-6683440
11 Street address (including room or suite no.)		
2555 Legislation Way		
12 City or town	13 State or province	14 Country and ZIP or foreign postal code
Reportaway	FL	34888
15 Name of person to contact		16 Contact telephone number
Kate Grangard		561-626-6797

County
DGE – Non AG
Qualify Offer-1A
100+ EE's

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17 Reserved . . . . . ☐

18 Total number of Forms 1095-C submitted with this transmittal . . . . . ► 268

19 Is this the authoritative transmittal for this ALE Member? If "Yes," check the box and continue. If "No," see instructions . . . . . ☒

Part II ALE Member Information

20 Total number of Forms 1095-C filed by and/or on behalf of ALE Member . . . . . ► 268

21 Is ALE Member a member of an Aggregated ALE Group? . . . . . ☐ Yes ☒ No

If "No," do not complete Part IV.

22 **Certifications of Eligibility (select all that apply):**

☒ **A.** Qualifying Offer Method ☐ **B.** Qualifying Offer Method Transition Relief ☒ **C.** Section 4980H Transition Relief ☐ **D.** 98% Offer Method

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and complete.

► Signature _____ ► Title _____ ► Date _____

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 61571A Form **1094-C** (2015)

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Form 1094-C – ALE Transmittal

Completed for EMPLOYER (By DGE)

120216

Form 1094-C (2015) Page 2

Part III ALE Member Information – Monthly

		(a) Minimum Essential Coverage Offer Indicator		(b) Full-Time Employee Count for ALE Member	(c) Total Employee Count for ALE Member	(d) Aggregated Group Indicator	(e) Section 4980H Transition Relief Indicator
		Yes	No				
23	All 12 Months	☒	☐			☐	B
24	Jan	☐	☐	238	250	☐	
25	Feb	☐	☐	239	252	☐	
26	Mar	☐	☐	250	260	☐	
27	Apr	☐	☐	252	262	☐	
28	May	☐	☐	260	270	☐	
29	June	☐	☐	260	270	☐	
30	July	☐	☐	262	285	☐	
31	Aug	☐	☐	260	283	☐	
32	Sept	☐	☐	245	255	☐	
33	Oct	☐	☐	250	265	☐	
34	Nov	☐	☐	252	262	☐	
35	Dec	☐	☐	252	265	☐	

Form 1094-C (2015)

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INSURANCE BROKERS & CONSULTANTS

Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns

Potential Penalties for Non Compliance

May be waived if:

- Limited relief for incomplete/incorrect returns & statements filed in 2016 for 2015 - transitional relief for "good faith" efforts
- Failure due to reasonable cause (not willful neglect)
- Penalties can increase if "intentional disregard"
- Penalties can be assigned 2 times per return: for 1) not sending to employees and 2) not filing with IRS

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GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

The Reporting Challenge

Topics Discussed

- Correcting the Forms 1095-C
- Review the 1094-C Form in Detail
- Review Completed Form 1094-C Forms
- Q&A: E-mail to cindy.Thompson@gehringgroup.com

Future Webinar & Seminar Topics

- Cadillac Tax Update
- ACA Update – SBC, Notice of Benefits & Payments
- Legal Update – (Seminar)
- ACA Audits – DOL ERISA Audit & Section 1411 Letter

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The Reporting Challenge

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GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

The Reporting Challenge

Q&A?

Kate.grangard@gehringgroup.com

Cindy.Thompson@gehringgroup.com

Office phone: (561) 626-6797

Kate cell: (561) 629-2001

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GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Exhibit 9
Letters of Recommendation

Administrative Services
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8665

April 6, 2015

To Whom It May Concern:

I am writing to recommend the Gehring Group as a resource in implementing your Employee Health Center. The City of Cocoa has used Gehring since 2012 as our City's benefit broker and they have been instrumental in reducing and maintaining our overall insurance costs.

Last year, with Gehring's great support, we were able to launch our Employee Health Center to all employees and retirees on our health plan. Gehring wrote the Request for Proposal (RFP); provided an extensive review and analysis of each proposal; and assisted step-by-step with the selection and implementation of our new Health Center. This was all completed under intense deadlines and within budget. Without Gehring's support, our Health Center project would not have been a success. Their extensive knowledge and attention to detail on health centers put our worries at ease.

I feel confident in recommending Gehring for their benefit broker services. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Tammy B. Gemmati

Tammy B. Gemmati
Administrative Services Director
City of Cocoa
tgemmati@cocoafl.org

City of Naples
HUMAN RESOURCES
TELEPHONE (239) 213-1810 • FACSIMILE (239) 213-1845
735 EIGHTH STREET SOUTH • NAPLES, FLORIDA 34102-6796

To Whom It May Concern:

In 2010 the City of Naples contracted with the Gehring Group for brokerage and consulting services related to the City's employee benefit program. We have enjoyed a mutually beneficial relationship since that time. The Gehring Group has assisted the City in making significant plan design changes including the implementation of a high deductible plan and phase out/elimination of our low deductible/high cost plan. In addition, Gehring provides monthly financial analysis and has been instrumental in assisting the City with navigation and compliance of the Affordable Care Act.

In addition, the City uses BenTek for benefit administration and enrollment. Paperless enrollment has really helped us to manage the employee benefits process making it easier, more efficient, more secure and less time consuming. The user friendly program enables employees to go online and enter their own enrollment data. The data is then transmitted directly to the insurance carriers which eliminates data entry errors. In addition, the BenTek team is extremely knowledgeable and helpful. Customer service is top priority. Their dedicated team has been there every step of the way from implementation to training to daily support. With the help of BenTek we have streamlined our benefit enrollment and benefit administration process.

Please do not hesitate to contact me at (239) 213-1833 if I can be of any further assistance.

Sincerely,

Lori McCullers

Lori P. McCullers
Risk Manager

City of Stuart

121 SW Flagler Avenue * Stuart * Florida 34994-2139
Human Resources Department
Telephone: (772) 288-5322
FAX: (772) 600-1226
www.cityofstuart.us

Linda J. Toppi, M.S, PHR, PPP, Director
Email address: ltoppi@ci.stuart.fl.us

April 1, 2015

To Whom it May Concern:

I am pleased to recommend the Gehring Group for all services pertaining to employee benefits and on-site health clinic consulting services.

The City of Stuart has utilized the Gehring Group to administer all professional service aspects of our group health benefit program to include open enrollment, provider negotiation services, reporting and cost analysis, employee wellness initiatives, and consulting and facilitation of our employee health clinic.

Three years ago we called upon the professional expertise of the Gehring Group for the endeavor to set up an on-site employee health clinic. Due to the small size of our organization, less than 300 employees, Gehring was able to arrange for the City to partner with other local entities to establish an employee health clinic in a cost sharing agreement. This innovative solution maximized our cost savings on the front end by sharing expenses among three entities. We have been most pleased to report to our Commission a reduction in healthcare costs each subsequent year by this arrangement.

We have found our working relationship with the Gehring Group most beneficial on many levels in the administration our employee group health programs. I highly recommend their expert consulting services. Please feel free to contact me directly if you require additional information.

Sincerely,

Linda Toppi

Linda Toppi

The City of West Palm Beach

"The Capital City of the Palm Beaches"

Department of Human Resources
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
Telephone (561) 494-1000
Facsimile (561) 494-1035

April 3, 2015

Kurt Gehring
The Gehring Group
11505 Fairchild Gardens Ave.
Suite 202
Palm Beach Gardens, FL 33410

It is with great pleasure that I have the opportunity to recommend the Gehring Group for all services related to Employee Benefits and Onsite Health Clinic Consulting. During the City's 17+ year relationship with the Gehring Group, they have provided a superior level of employee benefit consulting expertise with a high priority on customer service.

As part of the City of West Palm Beach's employee benefits cost saving strategy, the Gehring Group guided the City through the RFP design, evaluation, selection and implementation of our onsite health clinic. Our Gehring Group team was involved in every aspect of the process – through finalist presentations, provider interviews, facility selection and educating our employees on the benefits and use of the onsite clinic.

The addition of an employee clinic has proven to be an asset in attracting talented employees, cost savings to the employees and a great ROI for the City.

The City has always had great confidence with the Gehring Group and their ability to problem solve and bring forth ideas that help the City to be a top choice for employees due the benefits it offers.

I am pleased to recommend the Gehring Group to any organization for employee benefits and onsite clinic consulting services.

Sincerely,

Patricia A. Brosamer

Patricia Brosamer, CBP, CCP
HRIS & Benefits Manager
City of West Palm Beach

Sheriff Robert E. "Bob" Hansell

OSCEOLA COUNTY SHERIFF'S OFFICE

2601 E. Irlo Bronson Memorial Hwy., Kissimmee, Florida 34744
Telephone: 407-348-1100 • *www.osceolasheriff.org*

August 10, 2012

RE: Recommendation for the Gehring Group

Dear Representative:

This letter is written as an excellent recommendation for The Gehring Group, which has served as health insurance broker and benefits consultant for the Osceola County Sheriff's Office for the past two years.

We have found the entire Gehring Group team to be extremely knowledgeable, customer service oriented, and helpful. The staff members have a very strong and consistent depth of knowledge, and they are clearly problem solvers. The Gehring Group also assisted us in saving more than $150,000 per year compared to our previous health benefits broker.

If you have any questions, please feel free to call.

Sincerely,
Robert E. Hansell, Sheriff
Osceola County

BY: _____
Dave M. Sklarek
Chief Deputy

PALM BEACH COUNTY
SHERIFF'S OFFICE
RIC L. BRADSHAW, SHERIFF

October 21, 2009

Ladies & Gentlemen:

The Palm Beach County Sheriff's Office has enjoyed a long relationship with the Gehring Group, as they have been our Agent of Record for Employee Benefits for over 15 years. During this extensive period of service, Gehring Group has provided outstanding service to our organization. They are highly regarded by me and my staff and have been a source of unqualified support and expertise to us throughout the years.

It is with pleasure that I recommend Gehring Group to other organizations. Please do not hesitate to call for further information.

Sincerely,

Ric L. Bradshaw
Sheriff

3228 Gun Club Road ▪ West Palm Beach, Florida 33406-3001 ▪ (561) 688-3021 ▪ Email: BradshawR@pbso.org

THOMAS M. KNIGHT, SHERIFF
SARASOTA COUNTY SHERIFF'S OFFICE
Post Office Box 4115
Sarasota, Florida 34230-4115
Telephone (941) 861-5800
Fax (941) 861-4039
www.sarasotasheriff.org

October 14, 2010

Mr. Kurt Gehring, President
Gehring Group Professional Services
11505 Fairchild Gardens Avenue
Suite 202
Palm Beach Gardens, FL 33410

Dear Mr. Gehring, Kurt

The process of branching out and doing something that is outside of ones expertise and comfort zone is a difficult undertaking. We carefully selected you as our broker and I want you to know we are extremely pleased with the services you have provided.

On many occasions during this process you have dropped everything and came to our offices or answered our telephone calls and emails. While we as a staff did not possess the expertise to ask the questions and examine the data, you did. I am confident in saying that had we not engaged your firm to examine the costs imposed on us by county government we would not have reached the resolution that we did. While there may be more savings to be had, the agreement we have come to with county staff guarantees our employees will see real savings in their pockets in 2011. This could not have been accomplished without the help of your dedicated staff.

I have asked Major Kurt Hoffman and Captain Paul Marshall to remain in contact with your group because I firmly believe that this issue will remain one that requires constant examination. During recent meetings in Tallahassee, Major Hoffman was contacted by several majors and undersheriffs from various agencies inquiring as to how we initiated this process. I have instructed him to share with them your RFP for broker services in the hopes that they may avail themselves of your services.

If you have any current projects that you wish to list the Sarasota County Sheriff's Office as a reference, you have my express permission to do so. Please accept this letter with my humble appreciation for what you did for us and may do for us again in the future.

Sincerely,

Thomas M. Knight, Sheriff
Sarasota County, Florida

AGREEMENT FOR AGENT OF RECORD –
EMPLOYEE BENEFIT BROKER SERVICES

This Agreement for Agent of Record – Employee Benefit Broker services ("Agreement" hereafter) is made as of the _____ day of _____, 2022, 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 ("VILLAGE"), and **The Gehring Group, Inc.,** a corporation authorized to do business in the State of Florida, with offices located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, Florida 33410 ("CONSULTANT").

RECITALS

WHEREAS, the VILLAGE is in need of a Consultant to provide employee benefits – agent of record services to the VILLAGE; and,

WHEREAS, the City of Oakland Park, Florida, a Florida municipal corporation, through its competitive selection process awarded Request For Proposal #052716, Agreement for Employee Benefits Agent of Record (AOR) ("Oakland Park Agreement") to the CONSULTANT, which agreement includes substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONSULTANT has executed this Agreement with the VILLAGE for providing Employee Benefits -- Agent of Record Services ("the Services") based on the pricing and terms and conditions of the Oakland Park Agreement; and,

WHEREAS, the Oakland Park Agreement is eligible and available for piggybacking; and

WHEREAS, the VILLAGE desires to accept CONSULTANT's pricing by piggy-backing the Oakland Park Agreement including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Oakland Park Agreement. The Oakland Park Agreement with the CONSULTANT, including RFP #052716 and Consultant's Response thereto, 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 City of Oakland Park under the Oakland Park Agreement and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Oakland Park Agreement and pricing therein, the CONSULTANT shall perform the Services as requested by the VILLAGE.

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

A. This Agreement;
B. Any and all approved written modifications, and amendments hereto.
C. The Oakland Park Agreement, together with Request For Proposal #052716 and Consultant's response thereto.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

A. All approved written modifications, and amendments hereto;
B. This Agreement;
C. The Oakland Park Agreement.

5. Compensation to CONSULTANT. Payments by the VILLAGE to the CONSULTANT under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Oakland Park Agreement. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 The VILLAGE and CONSULTANT 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 CONSULTANT shall maintain the insurance as required by the Oakland Park Agreement applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the Oakland Park Agreement term, as extended by the Village of Longboat Key, currently set to expire on November 4, 2022. This Contract may be renewed by the Village Council if the underlying Contract is renewed as set forth in the Oakland Park Agreement.

6.11 Public Records**:** Public Records**:** CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of

the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the service.

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONSULTANT does not transfer the records to the VILLAGE.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONSULTANT authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONSULTANT is an independent CONSULTANT. The CONSULTANT 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 CONSULTANT, its agents, officers, CONSULTANTs, subcontractors, employees, or anyone else utilized by the CONSULTANT in the performance of this Contract. The CONSULTANT'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 CONSULTANT against the VILLAGE and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONSULTANT 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 CONSULTANT's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third party claim in accordance with this paragraph, the CONSULTANT 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 CONSULTANT 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 CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Public Entity Crimes. CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted CONSULTANT 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 CONSULTANT, supplier or sub-CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONSULTANT list. CONSULTANT will advise the Village immediately if it becomes aware of any violation of this statute.

9. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONSULTANT certifies that CONSULTANT and CONSULTANT's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONSULTANT submits a bid or proposal for a contract or before CONSULTANT enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONSULTANT submits a bid or proposal for a contract or before the CONSULTANT enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONSULTANT must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

10. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONSULTANT would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONSULTANT may terminate this Contract upon 30 days written notice to the VILLAGE.

11. The CONSULTANT shall not perform work which is out of scope, nor exceed any amounts stated in an approved Work Order(s) or this Agreement. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the work in any subsequent Fiscal Year.

12. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, the CONSULTANT shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT have caused this Agreement for Utility Instrument Calibration Services to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONSULTANT: **THE GEHRING GROUP, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ this _____ day of _____, 2021, by _____.

_____
(Signature of Notary Public-State of Florida)

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

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

GEHRING GROUP
A DIVISION OF RISK STRATEGIES

Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

February 28, 2022

Ashley Saingilus, Senior Administrative Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

Re: Group Benefits Consultant / Agent of Record

Dear Ashley:

It is our understanding that the Village of Palm Springs is interested in piggybacking on the City of Oakland Park's RFP #052716 for Group Benefits Consultant/Agent of Record which was awarded to Gehring Group. **The term of the piggyback contract with the Village would be effective beginning April 1, 2022, with an expiration date of November 4, 2022 with (2) additional one (1) year extensions.** We confirm that the Village of Palm Springs would be accepting the bulleted Scope of Services as proposed in Gehring Group's response to the City of Oakland Park's RFP #052716 as well as payment by the Village to Gehring Group of a percentage fee as outlined in the table below for the insurance premiums for which the Village currently purchases or may purchase. Certain lines of insurance coverage may have fixed commission percentages included in their premium rates, but Gehring Group will disclose these percentages to the Village prior to purchasing that line(s) of coverage. Gehring Group proposes the following commission structure under an agent of record arrangement for each year:

Line of Coverage:	Commission Rate:
Medical	4% (excludes Bentek® online enrollment system) 5% (includes Bentek® online enrollment system)
Dental	5%
Life, Voluntary Life & AD&D	15%
Disability	15%
Supplemental Worksite	Carrier Standard Commission

**Commission rates would be addressed annually to accommodate adjustments for premium rate increases.*

We thank you in advance for your consideration of our proposal of a piggyback to continue our exceptional service, and we are happy to provide any additional clarification or information that may be requested.

Sincerely,

Kurt N. Gehring, National Practice Leader - Public Entities

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Administration

ITEM #18: Approve Interlocal Agreement Governing Use of Palm Beach County Regional Opioid Settlement Funds

SUMMARY: The State of Florida (Attorney General's Office) filed litigation on behalf of Florida cities and counties against several entities involved in the manufacturing, marketing, distribution, and/or dispensing of opioids for their actions that contributed to the opioid crisis.

After numerous negotiations, the State and "Pharmaceutical Supply Chain Participants" reached a compromise that is outlined in a Memorandum of Understanding (MOU), which the Village entered into in July 2021. The MOU divides settlement funds into three (3) funds: 1) a City/County Fund, 2) a Regional Fund, and 3) a State Fund.

For Palm Beach County to qualify as a "Qualified County" and receive its share of the Regional Fund, cities representing more than 50% of the municipal population must enter into an interlocal agreement with the County.

Without city participation through the proposed interlocal agreement, Palm Beach County would not meet the requirements to serve as administrator of the funds, and all settlement proceeds would be administered at the regional level through the Southeast Florida Behavioral Health Network.

Note: The proposed interlocal agreement only applies to the funds in the “regional” bucket, and does not affect the funds in the “city/county” bucket, so the Village can still expect to get a direct payout from its share of the city/county settlement proceeds.

The proposed interlocal agreement was prepared by the County Attorney's Office. It was shared with the cities for review and comment last month.

Staff recommends that the Village enter into the proposed interlocal agreement. It will be determined at a later date whether the Village desires to request a portion of these funds to undertake approved activities for the abatement of opioid abuse, or whether the Village will defer to the County to administer programs that benefit the Village, as well as the County as a whole.

FISCAL IMPACT:

The proposed interlocal agreement does not have an immediate fiscal impact. Should the Village desire to undertake opioid abatement activities in the future pursuant to the State MOU, it may be eligible for $3,900-$7,400 annually.

ATTACHMENTS:

1. PROPOSED INTERLOCAL AGREEMENT -OPIOID SETTLEMENT FUNDS - PALM BEACH COUNTY
2. EXHIBIT A
3. Exhibit B
4. Exhibit C

INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

This Interlocal Agreement ("Agreement") is made and entered into by and between Palm Beach County ("County"), a political subdivision of the state of Florida, and each of the following municipalities that elects to enter into this Agreement.

The Municipalities in Exhibit A, each a municipal corporation existing under the laws of the state of Florida (each a "Municipality" and collectively the "Municipalities") (County and the Municipalities are collectively referred to as the "Parties").

Recitals

A. A national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Palm Beach County ("Opioid Epidemic").

B. County and Municipalities have suffered harm from the Opioid Epidemic.

C. County is a Charter County within the state of Florida, and has an estimated population of approximately 1.497 million based on the most recent census data.

D. Municipalities are located in Palm Beach County, Florida.

E. The state of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid Litigation"). The County is a litigating participant in the Opioid Litigation.

F. Proposed settlements have been developed to resolve certain claims under the Opioid Litigation.

G. The Attorney General for the State of Florida ("Attorney General") anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to County and Municipalities.

H. The Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") attached hereto as Exhibit B sets forth the framework for a unified plan between the state of Florida and local governments within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to Qualified Counties in addition to funds received in the City/County Fund); and (iii) the State Fund.

I. To receive its share of the Regional Fund (the "County Regional Funds," as defined below), County must qualify as a "Qualified County" as that term is defined under the Florida Plan.

J. If County does not qualify as a "Qualified County," the County Regional Funds will be allocated to the Southeast Florida Behavioral Health Network, Inc., which would be required under the Florida Plan to spend such funds within Palm Beach County to the greatest extent practicable.

K. To qualify as a Qualified County under the Florida Plan, County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the Municipalities total population.

L. Under the Florida Plan, County will be required to expend the County Regional Funds in Palm Beach County for abatement of the effects of the Opioid Epidemic.

M. County has an abatement plan that is being utilized to respond to the Opioid Epidemic.

N. The *Behavioral Health Substance Use & Co-Occurring Disorder Steering Committee* is a taskforce that advises, plans, and provides for programs relating to the abatement of opioid abuse and other substance abuse throughout Palm Beach County.

O. County contracts to provide funding for *The South County Mental Health Center, The Addiction Stabilization Unit, The Drug Abuse Foundation* and other Financially Assisted Agencies which provide substance abuse assessment, prevention, detoxification, residential, and outpatient services to adults aged 18 years and older and also provides treatment for substance abuse and co-occurring disorders such as depression, anxiety, trauma, and other mental health concerns that may contribute to an individual's substance abuse and dependence.

P. The Parties recognize that enabling County to receive the County Regional Funds for expenditure in the best interest of all persons within the geographic boundaries of Palm Beach County will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Palm Beach County.

Q. The Parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County qualifies as a "Qualified County" to receive the County Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.

1.2 "County Regional Funds" shall mean the amount of the Regional Funds remitted to County by the state of Florida, provided County qualifies as a Qualified County.

ARTICLE 2. CONDITIONS PRECEDENT

2.1 This Agreement shall become effective on the Commencement Date set forth in Article 3, so long as the following conditions precedent have been satisfied:

A. Execution of this Agreement by County and Municipalities that, taken together, contain more than 50% of the Municipalities total population, as required by Florida Plan to enable County to become a Qualified County and receive the County Regional Funds from the state of Florida;

B. Execution of all documents necessary to effectuate the Florida Plan in its final form; and

C. Filing of this Agreement with the Clerk of the Circuit Court for County as required by Florida Statutes Section 163.01.

ARTICLE 3.
TERM

3.1 The term of this Agreement shall commence upon the satisfaction of all conditions precedent stated in Article 2 ("Commencement Date"), and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida Plan ("Term"). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

ARTICLE 4.
PLAN ADMINISTRATION

4.1 County is responsible for administering the County Regional Funds pursuant to the Florida Plan. County staff shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting, required by the Florida Plan up to the moment of distribution of funds to cities at which point the cities are responsible for all reporting and monitoring and other requirements as set forth in the Plan and including providing data and reporting to County.. County is entitled to and shall receive no more than 5% from

the County Regional Funds for administrative fees as provided under the Florida Plan and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida Plan), including the provisions related to Core Services (if and as applicable) identified in Exhibit C. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

ARTICLE 5.
LOCAL GOVERNMENT REPORTING REQUIREMENTS

5.1 To the extent a City Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida Plan), and further agrees to timely satisfy all reporting requirements of the Florida Plan. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

ARTICLE 6.
NON-APPROPRIATION

6.1 This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which the County agrees to expend consistent with the terms of this Agreement.

ARTICLE 7.
GOVERNMENTAL IMMUNITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or any Municipality nor shall anything included herein be construed as consent by County or any Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipalities are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees to the extent of and within the limits set forth om Section 768.28, Florida Statutes.

ARTICLE 8.
INSURANCE

8.1 Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by the requesting party.

ARTICLE 9.
MISCELLANEOUS

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PALM BEACH COUNTY CUSTODIAN OF PUBLIC AFFAIRS AT 561-355-2754, OR VIA ELECTRONIC MAIL AT *RECORDSREQUEST@PBCGOV.ORG* OR THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS (SEE EXHIBIT A FOR EACH MUNICIPALITY'S CUSTODIAN'S CONTACT INFORMATION).

9.2 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.3 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.

9.4 Third Party Beneficiaries. Neither County nor the Municipalities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

9.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Office of the County Attorney, Litigation Section
300 North Dixie Highway
Suite 359
West Palm Beach, FL 33401

FOR MUNICIPALITY:
The addresses specified in Exhibit A.

9.6 Assignment. No Party shall have the right to assign this Agreement.

9.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.a waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

9.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any 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 isto the section or article 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.

9.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Municipalities or others with delegated authority or otherwise authorized to execute same on their behalf.

9.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Palm Beach County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the_____day of_____2022, and the City of_____, signing by and through its officials, duly authorized to execute same.

COUNTY

WITNESSES:

Signature

Print/Type Name

PALM BEACH COUNTY, by and through its County Administrator

By:
County Administrator

____day of , 2022

Signature

_____
Print/Type Name

APPROVED AS TO FORM:

By:

By:

PARTICIPATING MUNICIPALITY

ATTEST:

City Clerk

MUNICIPALITY

By:_____
Mayor-Commissioner

___day of , 2022

By:
City Manager

___day of , 2022

APPROVED AS TO FORM:

By:
City Attorney

___day of_____, 2022

EXHIBIT A

9.5 Notices for Municipality:

Village of Palm Springs
Attn: Michael Bornstein, Village Manager
226 Cypress Lane
Palm Springs, FL 33461

EXHIBIT B

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

EXHIBIT C

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Village of Palm Springs residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida recognizes March officially as Bicycle Month, and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features many fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, through these efforts, Palm Beach County now has over 255 miles of designated bicycle facilities, with more than 600 miles of additional bicycle facilities planned and will continue to promote a connected network of improved bicycle level of service; and

WHEREAS, on March 5, 2022, the Village of Palm Springs Parks and Recreation Department hosted a Bicycle Safety and Awareness Event, an event to educate bicycle riders of all ages on awareness and safety associated with bicycling.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of March 2022 as:

Florida Bicycle Month

BE IT FURTHER PROCLAIMED BY THE Village of Palm Springs, Florida, *that this proclamation is duly sealed, ribboned, and executed by the members of this Village Council. The foregoing proclamation was sponsored by Honorable Mayor Bev Smith, and upon unanimous consent of the Village Council, the Mayor declared the proclamation duly enacted.*

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

In witness whereof I have herunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date March 10, 2022

Village of Palm Springs

Staff Report

AGENDA DATE: March 10, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM #21: Ordinance No. 2022-02 - Land Use Amendment (Small-Scale) - Belmont - 1591 Kirk Road - *(First Reading)(Quasi-Judicial Hearing)*

SUMMARY: Mr. Jerrod Purser, agent for D.R. Horton, Inc. ("Applicant"), is requesting a small-scale land use plan amendment on a 5.07-acre property to facilitate a multi-family (townhome) development project.

The proposed small-scale land use change would be from the existing Palm Springs designation to the new Palm Springs designation. The property is less than 50 acres in size (5.07 acres) and planned for urban (residential) use:

Existing Village Future Land Use	Proposed Village Future Land Use
Other Public Facilities	Medium Density Residential (up to 10 du/ac)

The applicant is requesting that the property be designated with the Village's Medium-Density Residential future land use category (10 du/ac), which would allow up to a maximum intensity of 50 residential dwelling units. The property was annexed into the Village of Palm Springs in 2006 and assigned Village Residential Multiple-Family and Other Public Facilities zoning and future land use designations, respectively.

Note: The subject property is bound to the west and the north by Palm Beach County residential land use.

The applicant is concurrently requesting a site plan approval (SPR22-03) and two (2) waivers for residential planned development (RPD) to construct 50 two-story fee-simple townhomes within nine (9) buildings. The proposed community would have access via Kirk Road, and amenities are expected to include playground equipment, picnic tables under a shade structure, and a trail path.

The applicant is requesting two (2) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-1328 to allow a 20' wide drive aisle rather than the 26' wide required
2. Relief from Sec. 34-766(1) to allow the construction of 50 residential dwelling units within 5.07 acres rather than 10.59 acres.

The proposed site plan with waivers is presented (within this item) for informational purposes only (no action required at this time). If the proposed small-scale map amendment is approved on the 2nd and final reading, the proposed site plan will be considered by the Village Council under a separate

Resolution during the April 14th meeting.

The staff has identified the focal area of concern related to the project with the present traffic conditions at the northern section of the Kirk Road and Forest Hill Boulevard intersection, primarily because of peak traffic caused by the adjacent middle school. The main issue is the increased vehicular and pedestrian traffic during peak morning and afternoon school traffic. Palm Springs Middle School has an enrollment of 1,636 students, and the school session is from 9:30 a.m. to 4:05 p.m. The peak traffic times for this area range from 8:00 a.m. - 9:00 a.m. and 3:00 p.m. - 4:30 p.m. Kirk Road has hundreds of cars stacked for student drop off and pick up during these times. Hundreds of students cross the adjacent roads at the beginning of school and during dismissal. Officers estimate about 400 students exit the school. Many of them cross the street using the northern crosswalk to go to Dollar General, Cumberland Farms, and Woodhaven Plaza. During peak dismissal, the school staff stops vehicular traffic at the north crosswalk crossing for up to seven minutes, and crossing guards at the corner of Kirk and Forest Hill stop vehicular traffic for multiple twenty-second intervals. In addition, Palm Beach County added a second pedestrian crossing on Kirk Road north of the main intersection on Kirk and Forest Hill to alleviate crowding at the corner crossings. The end of the new crosswalk is too close to the driveway to access Dollar General. As a result, students crossing the street walk directly into traffic that turn left into Kirk since the lack of distance does not allow stacking. We believe the county could have averted this issue if the crosswalk were offset by a few feet further north away from the driveway access.

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use, irrespective of potential development plans, is generally made with consideration to compatibility, impact on services, and need for the land use to fulfill village redevelopment and growth objectives.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local governments and service providers and provides opportunities to resolve potential disputes only within the plan amendment process.

The Planning & Zoning Board considered the requested land use plan amendment during their February 8, 2021 meeting and recommended denial. Board members expressed concerns regarding the number of units suggested, the density, and the amount of traffic generated from the new development.

The Local Planning Agency (LPA) considered this item during their March 10, 2022 meeting.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council at a future (possibly April) meeting.

FISCAL IMPACT:

The property land use amendment is not expected to provide a direct fiscal impact on the Village; however, it would facilitate development that will increase the Village's property evaluation. In addition, this project would require various Village services that will result in increased expenditures on the Village.

ATTACHMENTS:

1. Proposed Ordinance No. 2022-02 - Small Scale Land Use Amendment - 1591 Kirk Road - Belmont
2. Exhibit "A" Staff Report & Conditions of Approval

3. Applicant Justification Statement
4. Site Plan, Landscape Plans, Architectural Plans, Civil Plans and Letters
5. Belmont Color Plans
6. Belmont Site Plan Rendering Color Plans
7. Traffic Conditions
8. Warranty Deed
9. Aerial, Location, FLU Maps

ORDINANCE NO. 2022-02
(SMALL SCALE LAND USE AMENDMENT)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR A 5.07-ACRE PARCEL AND PLANNED FOR "MEDIUM DENSITY RESIDENTIAL" LOCATED AT 1591 KIRK ROAD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF "OTHER PUBLIC FACILITIES" TO A FUTURE LAND USE DESIGNATION OF "MEDIUM DENSITY RESIDENTIAL"; THE ZONING DESIGNATION WILL REMAIN AS "RESIDENTIAL MULTIPLE- FAMILY (RM)" DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use designation for a parcel less than 50 acres in size (5.07 acres) that is currently a church, and is currently proposed for "medium density residential" use located at 1591 Kirk Road; and

WHEREAS, the Village will initiate the small-scale land use from the existing Village of Palm Springs designations. The subject property is less than 50 acres in size; and

WHEREAS, there is a limitation of ten (10) dwelling units' maximum on the property; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"); and

WHEREAS, the Village Council, sitting as the Village's Local Planning Agency (the "LPA") will consider this item on March 10, 2022, and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendment; and

WHEREAS, the Village Council has determined that granting the request for land use amendment serves a valid public purpose.

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

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in **"Exhibit A"** shall be established as "Medium Density Residential" land use. Until such time as the appeal period expires, (if challenged, the new Future Land Use Designation is not effective until such time as the state land planning agency or the Administration Commission issues a final order of compliance) but not sooner than 31 days following the effective date of this ordinance, all development of said lands shall be subject to the requirement of the existing Village Land Use Plan, Zoning, and Subdivision Regulations.

Section 3. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 4. 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 5. Effective Date. This Ordinance shall become effective thirty-one (31) days from adoption.

Council Member_____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member _____and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
GARY READY, VICE MAYOR	□	□	□
DOUG GUNTHER, MAYOR PRO TEM	□	□	□
PATTI WALLER, 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, this _____2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Small-Scale Future Land Use Amendment and Residential Plan Development Site Plan with Waivers
Belmont – 1591 Kirk Road

Application Summary			
Applicant / Petitioner	D.R. Horton, Inc. (Contract Purchaser) Jerrod Purser; WGI, Inc. (Agent)	**Submittal Date**	4/29/2021
Reference Name	Belmont	**Case Number**	**SPR22-03**
		Parcel Control No.	70-42-44-12-39-000-0020
Location	1591 Kirk Road	**Site Area**	± 6.12 gross acres ± 5.07 net acres
P&Z B Meeting	Tuesday, February 8, 2022	**Local Planning Agency**	Thursday, March 10, 2022
Council Meeting (after LPA, 1st Reading)	Thursday, March 10, 2022	**Council Meeting (2nd Reading)**	Thursday, April 14, 2022
Requests			
Proposed Use	Small-Scale Future Land Use Amendment to change the land use from Other Public Facilities to Medium Density Residential and Residential Planned Development Site Plan with waivers for the construction of 50 two-story fee-simple townhomes within nine (9) buildings.		
Number of Buildings	Nine (9) Buildings (approximately 93,764 S.F. total) Seven (7) six-unit buildings (approximately 78,848 S.F. total) Two (2) four-unit buildings (approximately 14,916 S.F. total)		
Waivers	1. Requesting a waiver from Sec. 34-1328 to allow a 20' parking drive aisle instead of the 26' parking drive aisle required. 2. Requesting a waiver from Sec. 34-766(1) to allow a minimum lot area of 5.07 acres (220,849 SF) instead of the 10.59 acres (461,500 SF) minimum requirement.		

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	**Total of 157 spaces needed** 2.5/ DU + 25% for guest	165 spaces total 50 One-Car Garages, 68 Driveway spaces, 47 guest spaces	Yes

Setbacks			
Code	**Required Minimum**	**Proposed**	**Meets Requirement**
Front Yard	25'	30'	Yes
Rear Yard	20'	20'	Yes
Side Yard	20'	20'	Yes

Site Characteristics			
Existing Use	Church	**Proposed Use**	Townhomes
Existing Zoning	Residential Multiple-Family (RM)	**Proposed Zoning**	Residential Multiple-Family (RM)
Existing Future Land Use	Other Public Facilities	**Proposed Future Land Use**	Medium Density Residential
Proposed Density	9.86 du/acres (Maximum permitted on Medium Density Residential is 10 du/acre)		

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	LWDD Canal	Unincorporated PBC	Unincorporated PBC
South	Retail	Commercial	Commercial General (CG)
East	Palm Springs Middle School	Education	Governmental (G)
West	Multi-Family Residences	Unincorporated PBC	Unincorporated PBC

Recommendation

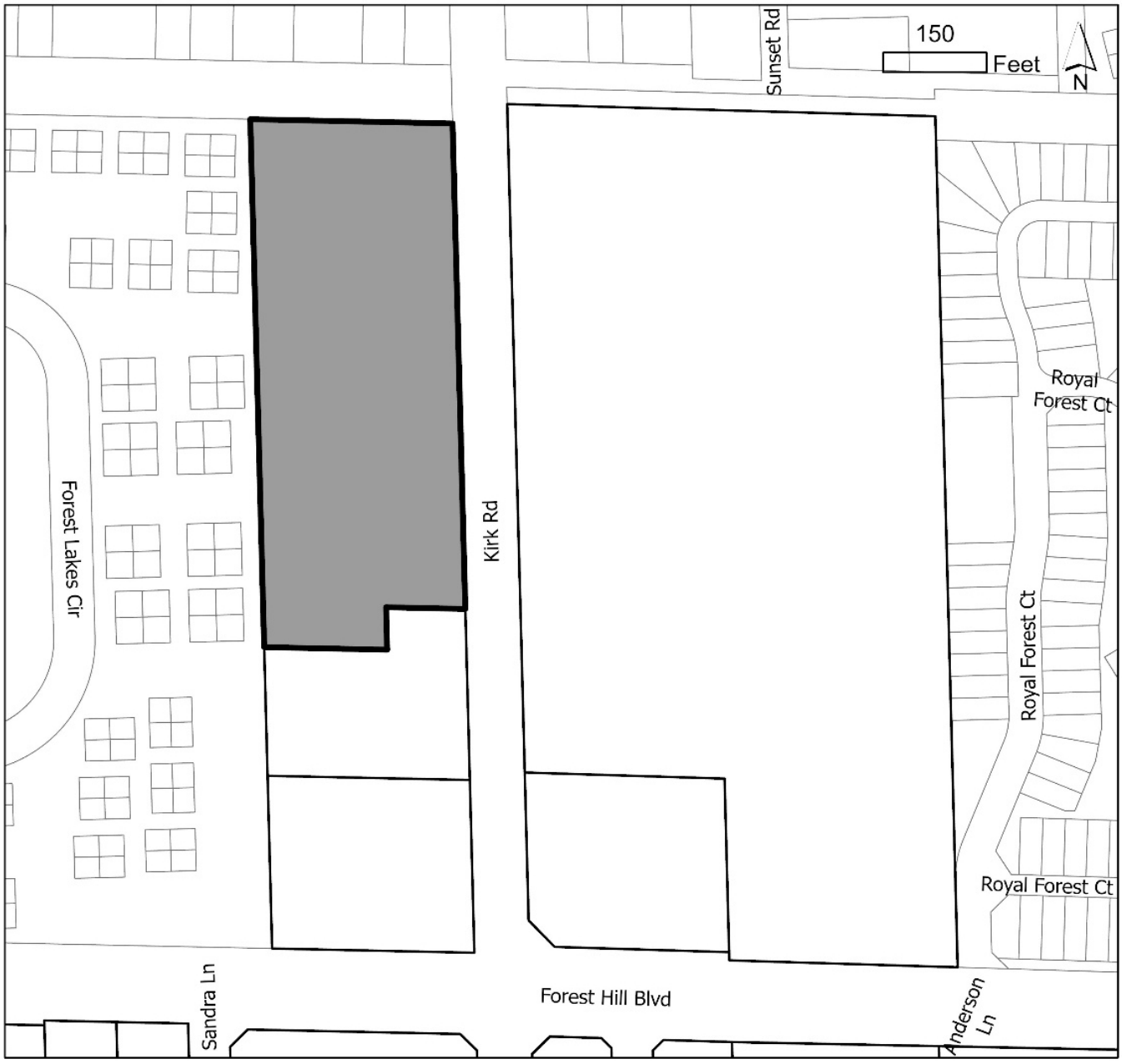
Staff has concerns regarding congestion issues due to high pedestrian traffic during the neighboring school's entry and dismissal. A second pedestrian crossing on Kirk Road was added crossing north of the main intersection on Kirk and Forest Hill to prevent jaywalking and alleviate crowding in the corner crossings. However, the end of the new crosswalk is too close to the driveway access to Dollar General. As a result, students crossing the street walk directly into traffic turning left into Kirk since the lack of distance does not allow stacking.

Staff highly recommends the following:

1) Adding a pedestrian crossing light at the secondary crossing or eliminating the secondary pedestrian crossing completely.
2) Designating the right exit lane, from the new community, a turn-right-only lane during school zone hours to reduce traffic conflicts during peak traffic hours (8:00 – 9:00 am and 3:00pm – 4:30 pm)

Even with the concerns outlined in this staff report, Planning, Zoning & Building Staff recommends conditional approval of the new residential medium density planned development site plan, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.

The Planning and Zoning Board considered the application and recommended denial – motion carried 3-2.



I Site History

- Ordinance 2006-13: Annexation
  The property located at 1591 Kirk Road was annexed into the Village of Palm Springs on April 27, 2006. The property maintained Palm Beach County's Future Land Use Designation of Institutional and Palm Beach County's Zoning Designation of Residential Multi-Family/Medium Density with a Class A Conditional Use.

- Ordinance 2007-26: Future Land Use Map Amendment
  On February 28, 2008, the Village Council adopted the resolution to change the property's Future Land Use designation to Other Public Buildings and Zoning Designation to Residential Multiple Family.

- Ordinance 2014-02: Small Scale Land Use and Zoning
  The 0.77-acre southern vacant portion of the parcel was carved out with a FLU Map Amendment to Commercial and rezoning to Commercial General.

II. Comprehensive Plan Consistency

- The subject property's Future Land Use Designation and Zoning are Other Public Facilities and Residential Multi-Family, respectively. The Future Land Use map designation change from Other Public Facilities to Medium Density Residential is requested and is supported with a planned development site plan. All requests are consistent with the goals, objectives, and policies of the Village's Comprehensive Plan.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: The applicant is requesting a waiver from Sec. 34-1328 to allow a 20' parking drive aisle when adjacent to 90-degree parking instead of the 26' parking drive aisle required.

Waiver #2: The applicant is requesting a waiver relief from Sec. 34-766(1) to allow a minimum lot area of 220,849 square feet (5.07 acres) instead of the 461,500 square feet (10.59 acres) required for 50 dwelling units.

The applicant's full justification to the waivers is attached hereto.

a. <u>The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.</u>

Waiver 1: It is important to note that each driveway is designed with a proposed depth of 20 feet, which is longer by 2 feet from a standard 90-degree angle parking space.

The internal road has a 20-foot asphalt pavement, a 4-foot paver strip and a 2-foot curb/gutter along both sides of the road totaling 28 feet in width. Therefore, when comparing the internal road with townhouse units/driveways located on both sides of the street to a two-way drive aisle of a parking lot, with 90-degree angle parking spaces on both sides of the drive aisle, the proposed dimension measures 68 feet versus 62 feet as required for the parking lot.

The second scenario is where the proposed townhouse units/driveways abut an internal street with parking spaces located on the other side of the street. The proposed dimension of the internal street is 28 feet and exceeds the drive aisle dimension of 26 feet.

It is important to note that Section 34-1328 has a conflict between the dimensions for the aisle width for a 90-degree parking lot, the Table of 34-1328 indicated a 27-foot aisle width whereas the graphic for the 90- degree angle parking layout shows 26 feet aisle width is required, after consultation with Village Staff, the latter dimension is confirmed to be correct. Therefore, the request is to reduce the aisle width from 26 feet to 20 feet for those areas where 90-degree angle parking are located.

In addition to the proposed signage on speed limit; installation of speed tables and striping of crosswalks will provide a safe and environment for the residents of this development.

Since the aisle width reduction is internal to the development, by granting this waiver, it will not be injurious or detrimental to the public health, safety, and welfare.

Waiver 2: The request to allow a reduced lot size from the required minimum lot requirements is outside of the Applicant's control and will not affect the public health safety, and welfare.

b. <u>The request results from innovative design in which other minimum standards are exceeded.</u>

Waiver 1: As mentioned in Criteria 1 above, the proposed townhouse planned development complies with the performance standards of a Residential Planned Development of Section 34-1063 – Performance Standards by:

a. providing sidewalks on both sides of the street; and will be interconnected with other pedestrian amenities and access to individual units.
b. utilizing existing curb cut to the Church and improve the northern access point as the main ingress/egress for the townhouse development.
c. providing adequate parking for both residents and guests.
d. providing pedestrian scale street lighting along internal sidewalks.
e. providing amenities that are in a central location of the development and will be accessible by a safe pedestrian circulation system.
f. providing landscape buffers along the perimeter of the planned development to address any potential impact.

As such, by complying with those applicable planned development performance standards, of which these performance standards are examples of innovative design and can be used as a guideline for an applicant to follow. Therefore, the Applicant is providing an innovative design for the overall development, and with the additional traffic calming components such as defining parking areas with decorative pavement; speed limit signage and speed tables, the minimum design standards are exceeded.

Waiver 2: The request to allow a reduced lot size is not the result of innovative design. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

c. <u>The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.</u>

Waiver 1: The granting of the waiver request related to reduced drive aisle width will result a lesser impervious area, and will provide a more efficient drainage system for the proposed development.

Waiver 2: The request to allow a reduced lot size will not result in preservation of valuable natural resources. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

d. <u>The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.</u>

Waiver 1: By allowing a narrower drive aisle adjacent to parking spaces, there is still sufficient area to provide safe vehicular maneuvering area and a sidewalk on both sides of the internal street, and therefore establishes a safe pedestrian circulation system that connects external to the public sidewalk along Kirk Road and Forest Hill Boulevard.

Waiver 2: The request to allow a reduced lot size does not demonstrate public benefits to be derived. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

e. <u>The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.</u>

Waiver 1: The request will not jeopardize the screening of the subject site as it relates to a decreased drive aisle width which is internal to the planned development, and only in a specific portion of the site.

Waiver 2: The waiver does not generate any adverse impacts related to adjacent properties; however, the Applicant will sufficiently screen and buffer the property.

f. Economic issues may not be used to justify waivers.

Waivers 1 & 2: Economic issues are not used as a justification for these requests.

g. The request is compatible with existing and potential land uses adjacent to the development site.

Waivers 1 & 2: These requests are consistent with the existing and potential land uses adjacent to the development site. The surrounding uses to the north and west are residential communities. The request of a decreased drive aisle and decreased minimum lot area will not jeopardize the subject site's compatibility with the adjacent uses.

Staff supports the applicant's request based on the intent of the applicant to maximize the utilization of the land reducing the amount of impervious surface and consistency with the Village Comprehensive Plan allowing for innovative designs. Although the acreage is below the minimum required for 50 residential dwelling units, the property can still be developed in the proposed manner without major any adverse impact to the surrounding properties.

Staff has concerns about congestion issues due to high pedestrian traffic during the neighboring school's entry and dismissal. Palm Beach County added a second pedestrian crossing on Kirk Road crossing north of the main intersection on Kirk and Forest Hill to prevent jaywalking and alleviate crowding in the corner crossings. However, the end of the new crosswalk is too close to the driveway access to Dollar General. As a result, students crossing the street walk directly into traffic turning left into Kirk since the lack of distance does not allow stacking. We believe the county could have adverted this issue if the crosswalk were offset a few feet further north away from the driveway access.

Staff have the following two conditions in reference to these concerns:

- *Adding a pedestrian crossing light at the secondary crossing or eliminating the secondary pedestrian crossing.*
- *Designating the right exit lane, from the new community, a turn-right-only lane during school zone hours to reduce traffic conflicts during peak traffic hours.*

IV. Neighborhood Compatibility

1) The proposed project is located on the west side of Kirk Road between Forest Hill Blvd and LWDD Canal L-7.
2) Surrounding properties to the north and west are mostly single family and multi-family residential dwellings.
3) A mix of different retail and professional services like general retail, restaurants, schools, and professional offices are located to the south and southwest within walking distance along Kirk Rd and Forest Hill Blvd.
4) The site is located about 1.05 miles northwest From Village Hall.
5) Palm Springs Middle School is located east across the street. The Summit Blvd branch of the Palm Beach County Library and the Palm Beach School District Fulton Holland Educational Services Center are other major sites located within a mile of the site.
6) Public transportation is available through Palm Tran bus stops along Kirk Road via route 60 and Forest Hill Blvd via route 46.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of a Residential Planned Development.
  1) Proposed project plan generally meets required site development regulations.

2) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County, Lake Worth Drainage District, and the Village of Palm Springs.
3) Civil/Utility plans shall be approved by the Village's Engineer.
4) The proposed development is located within the Airport Regulated areas Zone 1 and Zone 3 for Palm Beach International Airport.
5) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
6) A negative impact on the School District of Palm Beach County public school system is expected with the proposed development.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/Notification

- The subject property was posted on January 28, 2022.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on January 26, 2022.
- Legal advertisement was published in the paper on February 3, 2022 and will be re-advertised on March 31, 2022.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans received on April 23, 2021, depicts the following:

- Application for Residential Planned Development Site Plan approval with two (2) waivers for the construction of 50 two-story fee-simple townhomes within 9 buildings.
    1. Site Plan received on April 29, 2021. Last revised and resubmitted on January 13, 2022.
    2. Landscape plans received on April 29, 2021. Last revised and resubmitted on January 13, 2021.
    3. Engineering plan received on April 29, 2021. Last revised and resubmitted on January 13, 2021.
    4. Architectural plans received April 29, 2021 and January 25, 2022.
    5. Photometric plan received April 29, 2021. Revised and resubmitted on January 13, 2022.
    6. Boundary and topographic survey received April 29, 2021.
    7. Traffic study dated April 23, 2021 and received April 29, 2021. Revised October 20, 2021 and received November 5, 2021.
    8. Project narrative and Justification Statement of proposed use received April 29, 2021. Revised and resubmitted on January 13, 2022.
    9. Drainage Statement dated April 22, 2021 and received April 29, 2021.
    10. Conceptual Drainage Plan received April 29, 2021. Revised and resubmitted on January 13, 2022.

IX. Recommendation

The applicant is proposing the development of the 5.07-acre parcel with the construction of 50 two-story fee-simple townhomes within nine buildings.

The townhomes will be three-bedroom homes with a one car garage and a driveway with space for one or two cars. The buildings will be configured with seven (7) six-townhome structures and two (2) four-townhome structures, for a total of nine (9) buildings. The community will have one access driveway via the existing Kirk Road right-of-way on the northern segment of the property and only emergency access is proposed thru the southern drive aisle. Amenities include a tot lot, a shade structure with picnic tables, and a recreational open space.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed Residential Planned Development Site Plan to be consistent with goal, objectives, and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. However, staff has concerns about congestion issues due to high pedestrian traffic during the neighboring school's entry and dismissal.

The proposed residential project provides internal sidewalk connections between the common amenities (tot lot, picnic area) and the buildings to facilitate pedestrian circulation and safety. The proposed project provides open spaces creating common areas for passive/leisure activities. The proposed use does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

In addition, the project exceeds some of the minimum requirements for a Planned Development as shown on the following table:

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	77,101 SF. (1.77 acres)	105,415 SF. (2.42 acres) (48%)
40% maximum lot coverage	88,340 S.F.	53,004 S.F. (24%)
2.5 Vehicle Parking Spaces per Dwelling Unit + 25 percent allocation for Guest Parking	157 Spaces	165 Spaces

PZ&B Staff recommends conditional approval of the Residential Planned Development Site Plan with two (2) waivers, for the construction of 50 fee-simple townhomes within nine (9) buildings subject to the following forty-three (43) conditions below and a suggestion for a voluntary monetary contribution, requested by the School District to mitigate school impacts:

1. Build out date December 31, 2024.
2. The Final Plat shall be approved and recorded **prior to the issuance of any building permit**.
3. The common amenities shall be completed in their entirety, open for use and accessible to the residents, **prior to the issuance of the 8th Certificate of Occupancy** (40% of the project)
4. An opaque fence shall be provided around the lift station supplemented with landscaping and details shall be provided **at time of permitting**.
5. A pedestrian crossing light shall be added at the secondary pedestrian crossing or shall be eliminated.
6. Designate the right exit lane, from the new community, a turn-right-only lane during school zone hours to reduce traffic conflicts during peak traffic hours (8:00 – 9:00 am and 3:00pm – 4:30 pm).
7. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Utilities **at time of permitting.**
8. Details of the proposed black aluminum fence shall be provided to the PZB Department and shall be approved by the PZB Director **at time of permitting.**
9. Garages shall be used for parking only. The HOA covenants/ deed restrictions shall prohibit the conversion of garages into habitable spaces or used as storage.
10. The HOA covenants/ deed restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
11. The legal instruments providing parking restrictions, shall be reviewed and approved by the Village Attorney and PZB Director **prior to issuance of the first building permit**.
12. Only two vehicles shall be parked in the driveways overnight and shall not be permitted to park on or block any sidewalk or drive isles.
13. No parking shall be allowed, under any circumstances, along the drive aisle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
14. The HOA shall be responsible for all landscape maintenance, including, but not limited to, mowing of private yards and trimming the trees around the entire perimeter.

15. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
16. Conditions of approval stated in Village Engineer's letter (Chen Moore and Associates) issued on January 24, 2022, shall be satisfied **at time of Civil/Utility application review**.
17. Any existing or proposed utility box/cabinet shall be screened from view, Staff recommends wrapping the cabinets/box with a match design accordingly with the existing/proposed location.
18. Any existing or proposed utility easement shall not overlap more than 5' the landscape buffer.
19. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

    "NOTICE TO HOMEBUYERS/TENANTS"

    "school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561) 434-8100 for the most current school assignment(s)".
20. Photometric plans shall be approved by the Planning, Zoning and Building Department **at time of permitting**.
21. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
22. The mail pickup and delivery system shall be approved by the United States Postal Service.
23. Irrigation plans shall be provided **at the time of permitting**. Non-potable water shall be used for the irrigation system per Village code.
24. Provide permits from all applicable permitting agencies, including but not limited to, Lake Worth Drainage District, Palm Beach County Water Utilities Department, Palm Beach County Roadway Production Division, and the Village of Palm Springs **at the time of permitting**.
25. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
26. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
27. A stabilized surface shall be provided at all times during construction for access by emergency vehicles.
28. All mechanical equipment's and above-ground infrastructure shall be screened from view.
29. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
30. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise **at time of permitting** as needed.
31. All electric utilities shall be underground.
32. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect **at the time of permitting**.
33. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
34. Any sidewalk broken or damaged during construction shall be replaced by the contractor **prior to CO**.
35. The Landscaping shall be certified by the Landscape Architect upon completion and **prior to Certificate of Occupancy/Certificate of Completion** of each improvement area.
36. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCO/CO**.
37. Photometrics must be certified by an engineer **prior to CO**.
38. The civil engineer of record shall certify the site construction **prior to Certificate of Occupancy**.
39. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
40. The General Contractor shall be on site during all construction activity in accordance with FS 489.1195.

41. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
42. **At the time of CO**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.
43. An updated School Capacity Availability Determination letter from the School District of Palm Beach County reflecting 50 residential units shall be provided prior to Village council consideration.

44. The School District has requested the Applicant offer a voluntary commitment to make a contribution of $54,888.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on June 23, 2021.

JUSTIFICATION STATEMENT
FLU Map Amendment | Site Plan (Planned Development)
Belmont
Initial Submittal: April 22, 2021
Revised: June 11, 2021; August 20, 2021; December 15, 2021

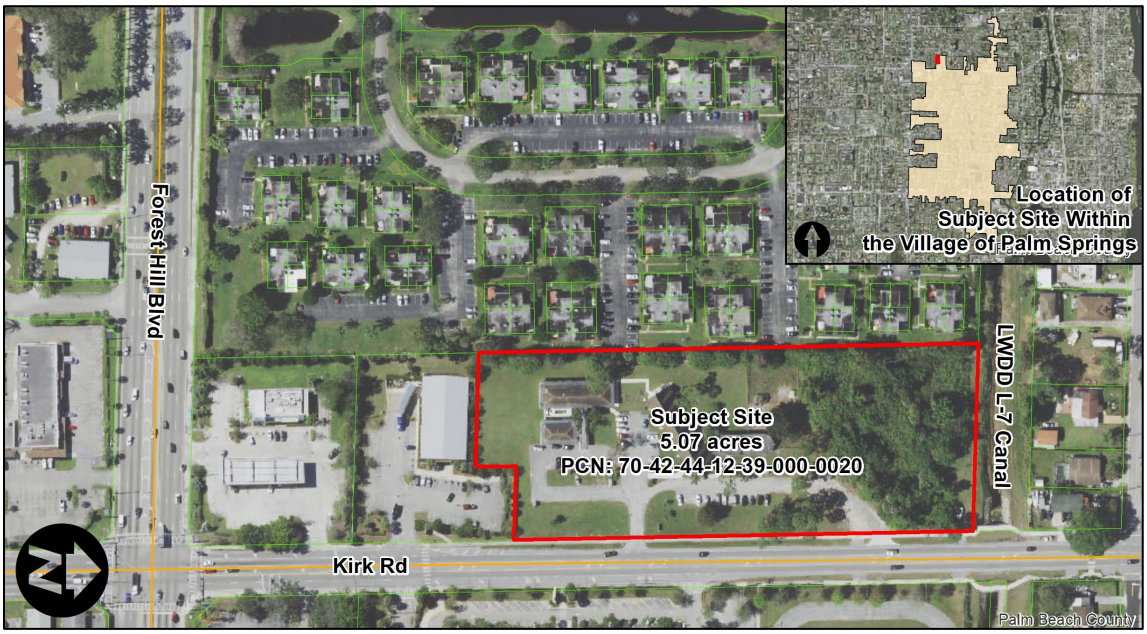
REQUEST

On behalf of D.R. Horton, Inc., the Applicant, WGI is requesting approval of the following:

1) **Future Land Use Map Amendment** from the Other Public Facilities Future Land Use designation to the Medium Density Residential Future Land Use designation.
2) **Site Plan (Planned Development)** to allow a 50-unit fee-simple townhome residential planned development.
   - **Waivers** from the following development standards allowed as part of Planned Development Performance Standards:
     i. Drive aisle width adjacent to 90-degree parking.
     ii. Minimum Lot Area

SITE CHARACTERISTICS

The 5.07-acre subject site, known as "Belmont", is located approximately 600 feet north of the Kirk Road and Forest Hill Boulevard intersection on the west side of Kirk Road. It is identified by Parcel Control Number (PCN) 70-42-44-12-39-000-0020 and has an existing address of 1591 Kirk Road. The subject site is under the jurisdiction of the Village of Palm Springs and has a Future Land Use (FLU) Designation of Other Public Facilities (UI) and is within the Residential Multiple Family (RM) Zoning district. The subject site is not within any of the Village of Palm Spring's overlay districts or within the Community Redevelopment Agency (CRA) district boundary. The subject site is currently being utilized as a Place of Worship use, with four buildings and its associated site elements. A large portion of the subject site is heavily vegetated. A map has been provided below which identifies the subject site's location within the Village, as well as an adjacent parcel's view which provides greater detail regarding the site characteristics and surrounding areas.



SURROUNDING PROPERTIES

The site is surrounded by a mix of uses, including a school, multifamily residential, single-family residential, and general retail. The mix of surrounding residential uses adjacent to the subject site can generally be found to be consistent with the proposed development. A summary of the surrounding property information has been provided below.

	FLU Designation	Zoning District	Existing Use
North	Medium Density Residential, 5 Units Per Acre (MR-5) (Unincorporated)	Multi-family Residential, Medium Density (RM) (Unincorporated)	Canal & Single-Family Residential
South	Commercial	General Commercial	Retail
East	Education	Governmental	Middle School
West	High Density Residential, 8 Units Per Acre (HR-8) (Unincorporated)	Multi-family Residential, Medium Density (RM) (Unincorporated)	Multi-Family Residential

North: Immediately north of the subject site is the Lake Worth Drainage District (LWDD) L-7 Canal. The L-7 Canal Right-Of-Way (ROW) provides 85 feet of separation from a single-family residential community further north on the other side of the canal. This community is within unincorporated Palm Beach County and retains a FLU designation of MR-5 and zoning district of RM.

South: South of the subject site is a Dollar General convenience store. The property is identified by a FLU designation of Commercial and is within the General Commercial zoning district.

East: To the east of the subject site is the Palm Springs Community Middle School. The property is identified by an Education FLU designation and is within the Governmental zoning district.

West: West of the subject site is the Forest Lakes community. This multi-family residential community is comprised of quadplexes, approximating 228 dwelling units. This community is within unincorporated Palm Beach County and retains a FLU designation of High Density Residential, 8 units per Acre and is within the multi-family residential zoning district.

DEVELOPMENT HISTORY

As previously mentioned, the subject site currently accommodates a Place of Worship, known as Lutheran Church of the Holy Cross. This church was initially approved by Palm Beach County in the late 1960s and has been in operation since. The subject site was voluntarily annexed into the Village of Palm Springs in 2006 under Ordinance Number 2006-13. No other development approvals since the subject site's annexation into the Village have taken place.

DEVELOPMENT PROGRAM

The following outlines the development program for the proposed 50-unit multi-family residential townhouse development:

Density

Pursuant to Section 34-761, the maximum density for the RM zoning district is 19 DU/AC. The proposed 50 townhouse development on the 5.07-acre site will yield a density of 9.86 DU/AC, and is consistent with the district's density regulations.

Building Height

Pursuant to Section 34-1064, the maximum height for a building within the residential planned development district shall be the same as allowed in the applicable land development district, or 35 feet, whichever is higher. The proposed RM zoning district and residential planned development height regulation remain consistent with one another, as three stories or 35 feet. The subject site is in compliance with this requirement as the proposed buildings are two stories with a 20' maximum height to Top of Beam (TOB).

Minimum Acreage Requirement
Pursuant to Section 34-1064(c), all Residential Planned Developments shall be no less than three acres. The subject site is compliant with this requirement as it is 5.07 acres in size. However, it should be noted that per Section 34-766(1), the RM zoning district requires a Minimum Lot Area regulation based on dwelling units, which would require the subject site to be 11.25 acres [15,000 SF for three dwelling units & 9,500 SF for each unit thereafter (50) = 490,000 SF or 11.25 acres].

Open Space and Common Amenity Area
Pursuant to Section 34-1064(d), a residential planned development is required to provide a minimum amount of open space and common amenity area. The minimum total open space requirement for residential planned developments shall be 35 percent of the gross land area, of which 20 percent shall be common amenity area. Based on the standard for required open space, the 5.07-acre subject site is required to provide 1.77 acres of open space. The subject site currently exceeds the code requirement for open space as 2.39 acres or 47 percent of the gross land are proposed to remain as open space. Of the 1.77-acre open space requirement, at least 20 percent of this area must be provided as a common amenity area to all lots such as parks, playgrounds, or other recreational purposes. Based on the open space land area requirement of 1.77 acres the subject site is required to provide 0.35 acres of common amenity area for the proposed community. This requirement is exceeded, as 0.38 acres of common amenity area is proposed central to the community. This amenity area accommodates a tot lot, shade structure and picnic tables.

Lot Coverage
Pursuant to Sec. 34-1064(e)(2), all structures within a Residential Planned Developments shall have a maximum lot coverage of 40%, based on the net area of individual lots. The development proposal is compliant with this requirement as none of the proposed lots exceed 40% lot coverage.

Access
The subject site has frontage along Kirk Road. The proposed site plan provides ingress/egress to the site from a Kirk Road access point at the northern portion of the property. An emergency only stabilized access point to Kirk Road is provided at the southern portion of the subject site.

Buffering
Pursuant to Village Code Article III, Section 34-162.-Required Landscaping, in certain situations the Village requires landscaping around the perimeter of development parcels to create a buffer from adjoining land uses, streets and properties. The subject site is in compliance with this section of the Village's code as there is a landscape buffer provided around the entirety of the subject site. The proposed perimeter buffer varies in width from five feet to 15 feet.

North - A Category 6, 10-foot-wide landscape buffer is required along the northern property line. Pursuant to Section 34-162 – Required buffers, planting for Category 6 requires a hedge not less than three feet in height, with trees, spaced not more than 20 feet apart. The hedge shall be a minimum of three feet in height at time of planting. The required hedge shall be a minimum of two different maintained levels or tiers, and shall be installed in a non-linear (meandering) manner.

South - A five-foot-wide landscape buffer with a six-foot high opaque fence is being proposed along the southern property line. It should be noted that the retail use has an existing buffer and an opaque fence. Combined with the proposed 0.23-acre dry detention area and proposed landscape buffer, increased separation and screening for the proposed residential development will be provided.

East - A 15-foot-wide landscape buffer is proposed along the eastern boundary to provide screening of the subject site from the traffic associated with Kirk Road. The buffer will include a six-foot high aluminum fence and planting on both sides of the fence.

West - Although the property to the west of the subject site consists of a compatible multi-family residential community, a 10-foot-wide landscape buffer is being proposed with a six-foot high opaque fence to maximize screening and privacy between the adjacent existing residential units and the proposed units on the subject site.

Waivers
As provided in Subdivision IX.-Planned Developments, the proposed residential planned development is subject to greater flexibility in design and development standards relative to specific dimensional regulations, in order to encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic and other public services. Therefore, this Subdivision of the Village's code allows for waivers from certain criteria. The waivers requested for the subject site relate to drive-aisle width and the minimum lot area. The waiver details of the aforementioned requirements can be found within the subject site's *Conformance with Planned Development Code* section of this Justification Statement.

FUTURE LAND USE MAP AMENDMENT

This Justification Statement for the Future Land Use Map (FLUM) Amendment is provided to demonstrate that the proposed FLUM change is consistent and in compliance with the applicable Objectives and Policies of the Village's Comprehensive Plan, as follows.

Policy A.2

Encourage the development of planned developments (townhouse, zero lot line) projects as an alternative single family living style to accommodate the demand and to preserve the character of the Village, and incorporate regulations into the Village of Palm Springs' Comprehensive Zoning Ordinance.

Applicant's Response:

The proposed townhouse planned development will fulfill this policy as it will serve as a housing alternative to single family homes and will provide more affordable housing opportunities in the community. There is also a companion Site Plan application of which compliance with the Zoning ordinance will be demonstrated.

Policy A.3

Promote the location of multi-family residential development in areas with direct access to collector or arterial streets. The location of multi-family residential development shall be consistent with the high and medium density residential areas established on the Future land Use Map.

Applicant's Response:

The subject site is located approximately 600 feet north of the Kirk Road and Forest Hill Boulevard intersection on the west side of Kirk Road. The proposed access for the townhouse planned development is from Kirk Road, which is classified as an arterial street. As previously mentioned within the Surrounding Properties section of this Justification Statement, the subject site is surrounded by compatible residential uses to the north and west.

Objective F – Level of Service

Meet Level of Service standards for all public facilities and services facilitated by proposed future land uses at the time of, and concurrent with, land development and/or redevelopment of areas in Palm Springs.

Applicant's Response:

The proposed development will meet the required level of service standards, and the proposed concurrency for 50 townhouse units will be reviewed at the Site Plan Review process. See **II.** - **Justification Statement of Site Plan Review** of this document.

Policy G.2 – Density Analysis

Land Development standards for residential land use densities shall be as follows:
Low density residential – 0.1 to 5.80 residential units per gross acre; and
Medium density residential – 5.81 to 10.0 residential units per gross acre; and
High density residential – 10.01 to 19.0 residential units per gross acre.

Applicant's Response:

The proposed request to redesignate the subject site to Medium Density Residential FLU, will allow the development of the site at a density ranging from 5.81 to 10.00 units per gross acre. The applicant is requesting for 50 units which will result in a gross density of 9.86 du/ac.

Policy I.1 – Co-ordination with Other Agencies

As part of the site plan review process, coordinate requests for development orders, permits or project proposals, as appropriate, with adjacent municipalities, Metropolitan Planning Organization, Palm Beach County, Treasure Coast Regional Planning Council, Special Districts, South Florida Water Management District, and State and Federal Agencies.

Applicant's Response:

As part of the companion application, Site Plan review process, the applicant is submitting a Traffic Study prepared by JFO Group Inc., of which the Study indicated the coordination with Palm Beach County Traffic Division and explained how the request will be in compliance with Article 12 of the Unified Land Development Code on the Traffic Performance Standards as part of its traffic impact analysis.

Policy K.1 – Adequate Public Facilities

All land uses that have been developed or approved for development within the Village must be adequately served by existing public utilities and services before the Village may approve any new development, redevelopment, or annexations that would require use of these utilities and services. These utilities and services shall include the following for which the Village has set a Level of Service Standard, including: Water facilities; Sewer facilities; Drainage Facilities; Roadways; and Recreational facilities.

Applicant's Response:

Under these applications, the following documents have been submitted to demonstrate compliance with this Policy: Water facilities: Please see correspondence provided by Palm Beach County Water Utilities District stating that adequate potable water supply and sewage collection and treatment capacities are available to serve the proposed development. Sewer facilities: Please see correspondence provided by Palm Beach County Water Utilities District stating that adequate potable water supply and sewage collection and treatment capacities are available to serve the proposed development.

Drainage facilities: See Drainage Study prepared by Michael B. Schorah and Associates, Inc.

Roadways: See Traffic Study prepared by JFO Group Inc.

Recreational facilities: See Site Plan dated December 10, 2021 which shows 0.39-acre of on-site recreational amenities are provided for the residents.

Objective M - School

The Village shall continue to coordinate with Palm Beach County School Board on the location of new schools within land uses designated as Educational and Medium Density Residential.

Applicant's Response:

The School Capacity Availability Determination (SCAD) Letter was provided to the applicant and has been provided as part of this application, as required.

CONFORMANCE WITH PLANNED DEVELOPMENT CODE

As required by the Village's Development Application, demonstration must be provided that the proposed residential planned development is in conformance with the Planned Development Code Objectives and Performance Standards provided in Subdivision IX of the Village's Code. An outline of how the project conforms with standards has been provided below.

SEC. 41-1062 OBJECTIVES

The development proposal conforms with the Objectives for a Planned Development as outlined below.

1. ***To permit the creation of functional and unique residential, commercial and mixed-use developments that do not adversely impact the village's character and "small town feel".***

   Response: The proposed residential planned development is in conformance with this objective as the requested residential density of 9.86 DU/AC is not out of character for the surrounding area. The site is located in close proximity to many commercial services which will provide immediate service to future residents and create a functional balance between non-residential and residential uses. Furthermore, it is compatible with the surrounding residential land use designations to the west and north. Therefore, by allowing for the approval of the proposed 50 dwelling unit townhouse development, the Village's "Small Town Feel" will not be adversely impacted.

2. ***To promote building siting that takes into consideration the context of the development, the location of nearby uses, and the new development's compatibility with existing neighborhoods.***

Response: The site planning of the subject site took great consideration into the context of the development with the surrounding areas. Townhouses are a great transition between the commercial uses to the south and the single-family residential uses to the north. Furthermore, it is consistent with the adjacent multi-family residential use to the west. Regarding site design, the subject site's required dry detention areas have been located adjacent to the areas with greater chances of incompatibility along the east and south. Most of the townhouses proposed along the east are separated from Kirk Road by the 0.44-acre dry detention area, which is in addition to a 15' landscape buffer. The 0.22-acre dry detention area at the south of the property provides great separation of the proposed townhouses from the adjacent commercial uses.

3. ***To enhance landscaped open space and streetscapes.***

Response: The development proposal is consistent with the aforementioned objective as the open space and streetscape areas of the subject site will be enhance with landscaping, consistent with the Village's landscape requirements. Furthermore, areas of the development exceed the code requirements. No buffer is required along the south property line, however, a 5' wide buffer is proposed to ensure adequate screening is provided.

4. ***To bring unique and creative solutions to new development, the following elements should be considered in the context of the specific site, project and/or use:***

   a) Arrangement and spacing of buildings and open spaces;
   b) Ability to aggregate adjacent lots or parcels, and/or eliminate nonconformities;
   c) Location of access drive and sidewalks to promote circulation and access;
   d) Building coverage;
   e) Sufficient and convenient parking for uses and activities;
   f) Landscape buffers and screening mechanisms to enhance aesthetics and promote compatibility
   g) Adequate lighting for security and pedestrian/vehicular safety; and
   h) Development of large employment centers predominately of light industrial or high technology uses in underutilized corridors. The flexibility of design should promote revitalization of the primary commercial areas and an economic stimulus through job creation to the local economy as well.

Response: The development proposal brings unique and creative solutions to new development, by remaining consistent with the aforementioned subobjectives. As previously mentioned, great consideration was given during the site planning of the subject site. The arrangement and spacing of buildings relative to open spaces was considered heavily to remain consistent with requirements such as the common amenity area requirements and to provide a better quality of living for future residents. The pedestrian and vehicular circulation programs were designed specifically to promote safety for future residents. Each subobjective was weighed heavily as they relate to the specific subject site.

SEC. 34-1063 PERFORMANCE STANDARDS

The development proposal conforms with the performance standards for a Planned Development as outlined below.

Standards:

1. ***Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.***

   Response: The development proposal is consistent with this performance standard as sidewalks are proposed on both sides of the proposed streets. Access is provided to each townhouse unit from the proposed sidewalk network. The sidewalk provides connection to Kirk Road to ensure the community is interconnected with the rest of the Village.

2. ***Consolidation of smaller parcels into a larger, unified development project.***

   Response: This is not applicable, as the subject site is one 5.07-acre parcel.

3. ***Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.***

   Response: The consolidation of driveways has been provided as evidenced within the provided site plan. Access from secondary streets and alleys is not appropriate for the subject site as Townhouse units are proposed, and the size of the subject site does not allow for the use of alleys and secondary streets.

4. ***Shared parking arrangements to reduce impervious surfaces and promote efficient* use *of facilities.***

   Response: As required by the Village's Parking Code, the subject site provides guest parking accommodations throughout the subject site. These guest parking locations were intentionally planned to be central to the entire development to promote efficient use by lots. Furthermore, this consideration allows for reduced impervious area as guest parking is not over abundant and throughout all areas of the subject site.

5. ***Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.***

   Response: The subject site retains sufficient parking for the residential units per the Village's Code requirement of 2.5 spaces per unit. Parking spaces are provided for guest parking spaces as required by Village Code; the total parking provided exceeds the requirement and is distributed throughout the development.

6. ***Pedestrian-scale street lighting along sidewalks and pedestrian ways.***

   Response: Street lighting will be provided along sidewalks and pedestrian-ways to create an appropriate pedestrian scale environment.

7. ***Aggregation of open space to create common areas of sufficient size for passive/leisure activities.***

   Response: The required 0.35-acre community amenity area (0.38-acre amenity area proposed) is proposed to remain as one whole area located central to the development. By aggregating the amenity area into one tract rather than multiple smaller tracts throughout the subject site, the land will sufficiently be used for active and passive/leisure activities.

8. ***Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.***

Response: As previously mentioned, crosswalks will be provided throughout the subject site to provide continuity of sidewalks and pathways where disconnects occur. The subject site has an extensive pedestrian circulation pattern which allows uninterrupted circulation from usable open spaces, recreation amenities, public facilities, and individual lots.

9. ***Residential setbacks that allow for a green, semi-private planting area between the sidewalk and house(s).***

Response: The provided setbacks are proposed to allow for a green, semi-private planting area between the sidewalk and houses. Appropriate foundation planting has been planned to be incorporated into the individual lots.

10. ***Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.***

Response: Streetscape is promoted throughout the subject site where feasible. This will be achieved through the use of pedestrian scale lighting, as previously mentioned, and by proposing appropriate landscaping to provide adequate streetscape. Maintenance agreements will be assigned through the use of HOA documents.

11. ***Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.***

Response: As coordinated with Palm Beach County School Board, a 10'x15' school bus shelter has been provided at the main entrance of the community.

12. ***Building stepbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.***

Response: As aforementioned, the site was planned to provide the greatest amount of separation as possible from the most incompatible adjacent uses to the south and east. Much of the structures are massed closer to the northern and western boundary as the adjacent uses and structures are more compatible with the proposed townhouse structures.

13. ***Provision of original, self-confident building design, and prohibition of metal buildings.***

Response: Metal buildings are not proposed as part of this development proposal. Original, self-confident building design is provided as the townhouse buildings are proposed to be contemporary modern.

14. ***Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.***

Response: As depicted in the site photos provided with this submittal, a vinyl fence currently exists along the adjacent commercial property line to the south of the subject site. This fence is proposed to remain as is to provide further screening from the retail use and to promote compatibility. As previously mentioned, a perimeter landscape buffer is proposed in conjunction with the neighboring retail landscape buffer to provide the utmost screening.

15. ***Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.***

Response: The proposed development consists of three streets which will provide adequate vehicular circulation that will not negatively impact existing roadway conditions. While there are dead-end streets proposed, there is adequate room for vehicles to maneuver, and based on the proposed townhouse use these dead ends are not anticipated to have any negative impacts.

WAIVERS

Pursuant to the Planned Development Performance standards of the Village's Code, the Applicant may utilize waivers to promote the use of innovative and creative techniques and concepts. As previously mentioned, waivers are requested for the development proposal to allow relief from certain requirements. The waivers requested have been outlined within the table below and meet the waiver criteria as identified within this *Waivers* section.

Waiver	Subject	Code Section	Required	Proposed	Deviation
1.	Street width adjacent to 90-degree parking	Sec. 34-1328	26' wide drive aisle when adjacent to parking	20' wide drive aisle when adjacent to parking	-6'
2.	Min. Lot Area	Sec. 34-766(1)	490,000 SF / 11.25 AC.	220,849 SF / 5.07 AC.	-269,151 SF / -6.18 AC.

1. ***The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and* Land *Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.***

Waiver 1 Response: It is important to note that each driveway is designed with a proposed depth of 20 feet, which is longer by 2 feet from a standard 90-degree angle parking space.

The internal road has a 20-foot asphalt pavement, a 4-foot paver strip and a 2-foot curb/gutter along both sides of the road totaling 28 feet in width. Therefore, when comparing the internal road with townhouse units/driveways located on both sides of the street to a two-way drive aisle of a parking lot, with 90-degree angle parking spaces on both sides of the drive aisle, the proposed dimension measures 68 feet versus 62 feet as required for the parking lot.

The second scenario is where the proposed townhouse units/driveways abut an internal street with parking spaces located on the other side of the street. The proposed dimension of the internal street is 28 feet, and exceeds the drive aisle dimension of 26 feet.

It is important to note that Section 34-1328 has a conflict between the dimensions for the aisle width for a 90-degree parking lot, the Table of 34-1328 indicated a 27-foot aisle width whereas the graphic for the 90- degree angle parking layout shows 26 feet aisle width is required, after consultation with Village Staff, the latter dimension is confirmed to be correct. Therefore, the request is to reduce the aisle width from 26 feet to 20 feet for those areas where 90-degree angle parking are located.

In addition to the proposed signage on speed limit; installation of speed tables and striping of crosswalks will provide a safe and environment for the residents of this development.

Since the aisle width reduction is internal to the development, by granting this waiver, it will not be injurious or detrimental to the public health, safety and welfare.

Waiver 2 Response: The request to allow a reduced lot size from the required minimum lot requirements is outside of the Applicant's control and will not affect the public health safety, and welfare.

2. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1 Response: As mentioned in Criteria 1 above, the proposed townhouse planned development complies with the performance standards of a Residential Planned Development of Section 34-1063 – Performance Standards by:

a. providing sidewalks on both sides of the street; and will be interconnected with other pedestrian amenities and access to individual units;
b. utilizing existing curb cut to the Church, and improve the northern access point as the main ingress/egress for the townhouse development;
c. providing adequate parking for both residents and guests;
d. providing pedestrian scale street lighting along internal sidewalks;
e. providing amenities that are located in a central location of the development, and will be accessible by a safe pedestrian circulation system;
f. providing landscape buffers along the perimeter of the planned development to address any potential impact.

As such, by complying with those applicable planned development performance standards, of which these performance standards are examples of innovative design and can be used as a guideline for an applicant to follow. Therefore, the Applicant is providing an innovative design for the overall development, and with the additional traffic calming components such as defining parking areas with decorative pavement; speed limit signage and speed tables, the minimum design standards are exceeded.

Waiver 2 Response: The request to allow a reduced lot size is not the result of innovative design. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

3. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1 Response: The granting of the waiver request related to reduced drive aisle width will result a lesser impervious area, and will provide a more efficient drainage system for the proposed development.

Waiver 2 Response: The request to allow a reduced lot size will not result in preservation of valuable natural resources. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

4. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and* use *of desirable architectural, building, and site design techniques.

Waiver 1 Response: By allowing a narrower drive aisle adjacent to parking spaces, there is still sufficient area to provide safe vehicular maneuvering area and a sidewalk on both sides of the internal street, and therefore establishes a safe pedestrian circulation system that connects external to the public sidewalk along Kirk Road and Forest Hill Boulevard.

Waiver 2 Response: The request to allow a reduced lot size does not demonstrate public benefits to be derived. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

5. ***The request provides sufficient screening and buffering to screen adjacent* uses *from adverse impacts caused by the granting of a waiver.***

   Waiver 1 Response: The request will not jeopardize the screening of the subject site as it relates to a decreased drive aisle width which is internal to the planned development, and only in a specific portion of the site.

   Waiver 2 Response: The waiver does not generate any adverse impacts related to adjacent properties, however, the Applicant will sufficiently screen and buffer the property.

6. ***Economic issues may not be* used *to justify waivers.***

   Response: Economic issues are not used as a justification for these requests.

7. ***The request is compatible with existing and potential* land uses *adjacent to the development site.***

   Response: These requests are consistent with the existing and potential land uses adjacent to the development site. The surrounding uses to the north and west are residential communities. The request of a decreased drive aisle and decreased minimum lot area will not jeopardize the subject site's compatibility with the adjacent uses.

8. ***Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.***

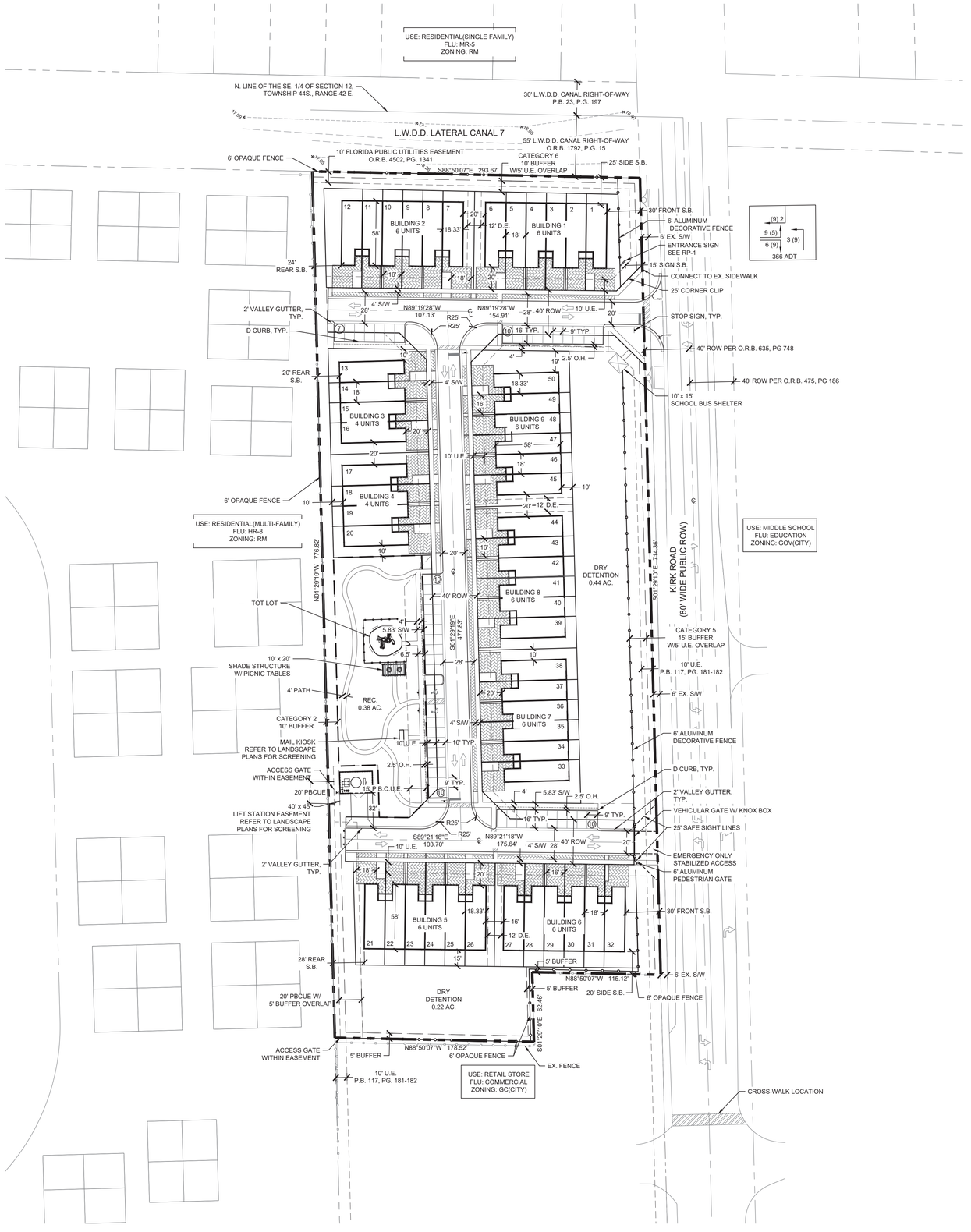
   Response: This criterion is not applicable as a waiver is not requested from the common amenity area requirements. The development proposal provides adequate community amenity area.

9. ***Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.***

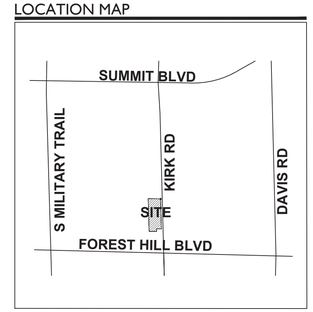
   Response: This criterion is not applicable as a waiver is not requested from the height limitation requirements. The development proposal is currently under the maximum height threshold of three stories or 35 feet.

CONCLUSION

Based on the above justification and attached information, the petitioner respectfully requests approval of the Future Land Use Map Amendment, and Site Plan to allow a Residential Planned Development application for the subject site.



LOCATION MAP



N

0 25 50 100

SCALE: 1" = 50'

SITE DATA

APPLICATION NAME	BELMONT
EXISTING LAND USE DESIGNATION (VILLAGE)	OTHER PUBLIC FACILITIES
PROPOSED LAND USE DESIGNATION (VILLAGE)	MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT (VILLAGE)	RM
PROPOSED ZONING DISTRICT (VILLAGE)	RM/PUD
PCN	70-42-44-12-39-000-0020
EXISTING USE	CHURCH
PROPOSED USE	TOWNHOME RESIDENTIAL
GROSS SITE AREA	5.07 AC.
TOTAL PROPOSED UNITS (TOWNHOUSE)	50 D.U.
GROSS DENSITY	9.86 D.U./AC.
OPEN SPACE REQUIRED	1.77 AC.(35%)
OPEN SPACE PROVIDED	2.42 AC.(48%)
PROPOSED PERVIOUS	2.51 AC.(49.51%)
PROPOSED IMPERVIOUS	2.56 AC.(50.49%)
COMMON AMENITY REQUIRED	0.35 AC.(20% OF OPEN SPACE)
COMMON AMENITY PROVIDED	0.38 AC.
DRY DETENTION AREA	0.66 AC. (13%)
TOTAL PARKING REQUIRED	157 SP.
RESIDENTIAL PARKING REQUIRED (2.5 SP./D.U.)	125 SP.
GUEST SPACES REQUIRED (25% OF REQ. SP.)	32 SP.
TOTAL PARKING PROVIDED	165 SP.
GARAGE SPACES	50 SP.
DRIVEWAY SPACES	68 SP.
GUEST SPACES	47 SP.
BUILDING HEIGHT	30' MAX
TRAFFIC ANALYSIS ZONE (TAZ)	294

NOTE:
1. REFER TO CIVIL PLANS FOR UTILITIES, GRADING, SIGNAGE AND PAVEMENT MARKING.
2. REFER TO PHOTOMETRIC PLANS FOR LIGHTING LOCATIONS.

PROPERTY DEVELOPMENT REGULATIONS (TOWNHOUSE) SEC.34-1064(e)

ZONING DISTRICT (RM)	MAX BLDG COVER	MIN. SETBACKS			
		FRONT	SIDE	CORNER STREET	REAR
REQUIRED	40%	25'	20'	25'	20'
PROPOSED	24%	30'	20'	N/A	20'

NOTE: PROPERTY DEVELOPMENT REGULATIONS TAKEN FROM PERIMETER OF DEVELOPMENT. PER SEC. 34-1064.

WAIVER CHART

WAIVER SUBJECT	CODE SECTION	REQUIRED	PROPOSED	DEVIATION
MIN. LOT AREA	34-766(1)	490,000 SF / 11.25 AC.	220,849 SF / 5.07 AC.	-269,151 SF / - 6.18 AC.
PARKING DRIVE AISLE	34-1328	26'	20'	-6'

LEGEND

AC. = ACRES
℄ = CENTER LINE
D.E. = DRAINAGE EASEMENT
DRO = DEVELOPMENT REVIEW OFFICERS
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
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S.B. = SETBACK
S/W = SIDEWALK
S.F. = SQUARE FEET
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
TH = TOWNHOME
U.E. = UTILITY EASEMENT

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1	6-11-2021	RESUBMITTAL	####
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3	11-03-2021	RESUBMITTAL	
4	12-10-2021	RESUBMITTAL	

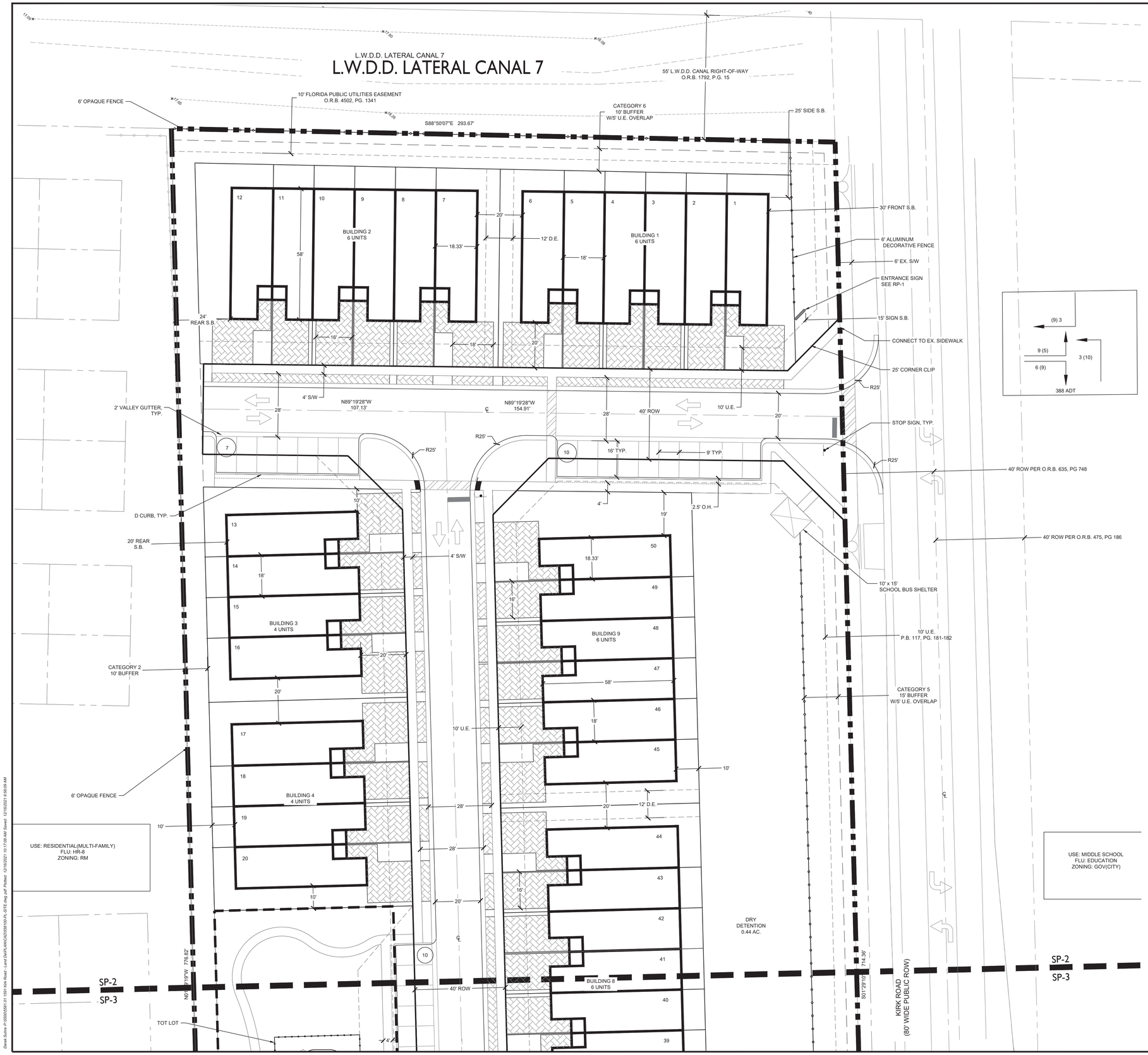
CAD 55810OPL-SITEDWG
JOB NO. 5581.00
DRAWN BY R.C
CHECK BY J.P
DATE 11-03-2021

BELMONT
VILLAGE OF PALM SPRINGS

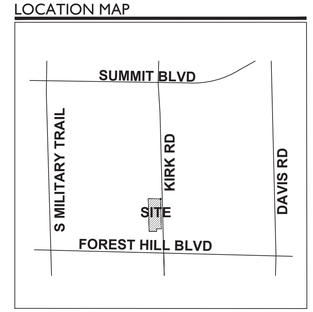
SITE PLAN

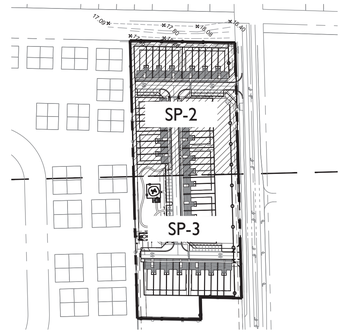
SHEET:
SP-1

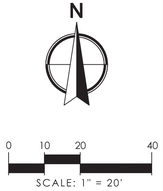
Derek Buhse (P:\55055581 (1) 1901 Kirk Road - Land Dev\PLANS\ADS\55810\PL-SITE.dwg pdf Plotted: 12/16/2021 10:17:02 AM Saved: 12/16/2021 9:58:09 AM



LOCATION MAP







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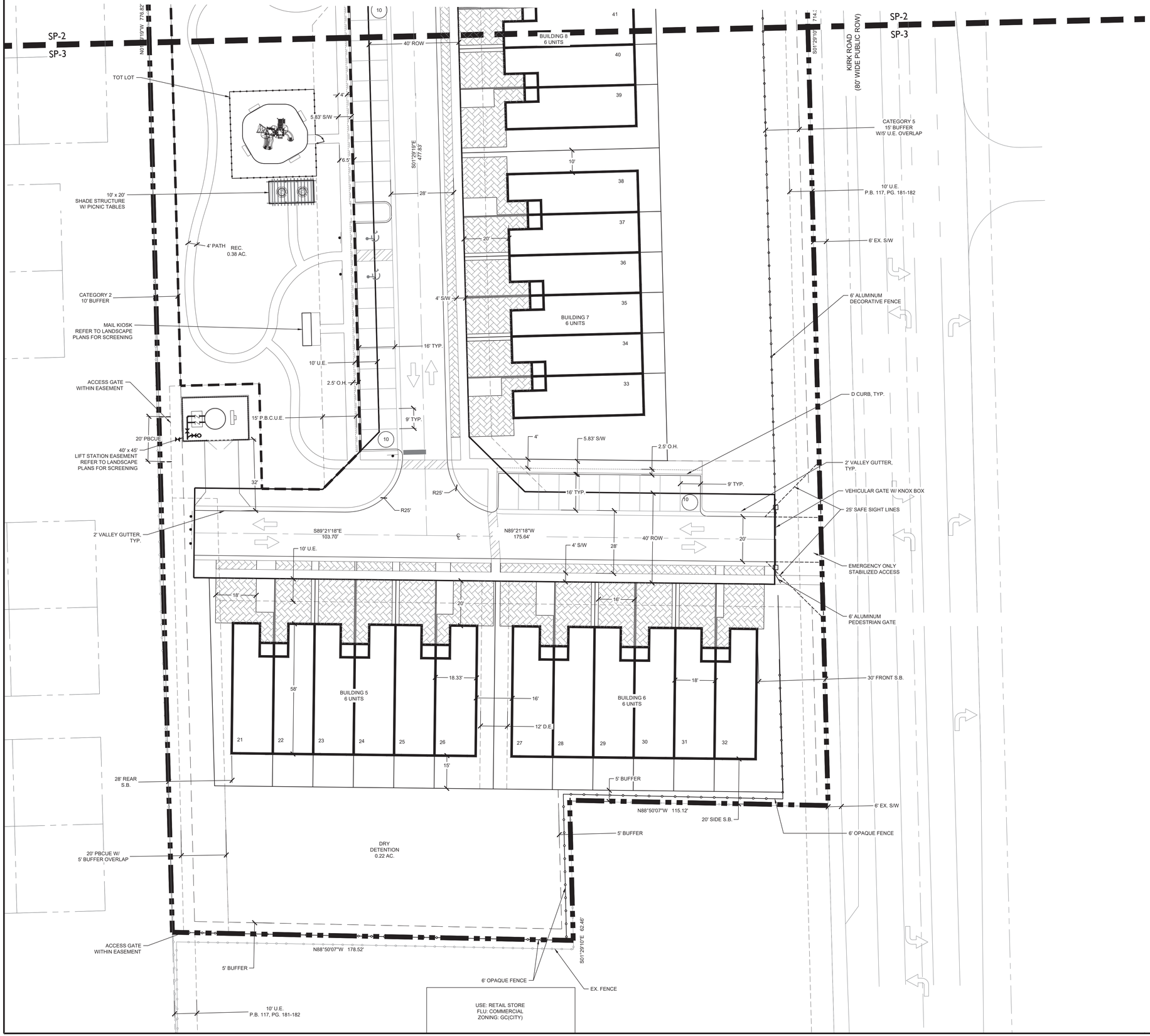
CAD 558100-PL-SITE.DWG	
JOB NO.	5581.00
DRAWN BY	R.C
CHECK BY	J.P
DATE	4-16-2021

BELMONT
VILLAGE OF PALM SPRINGS

SITE PLAN

SHEET:
SP-2



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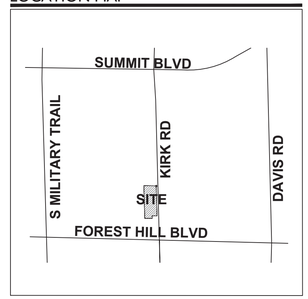

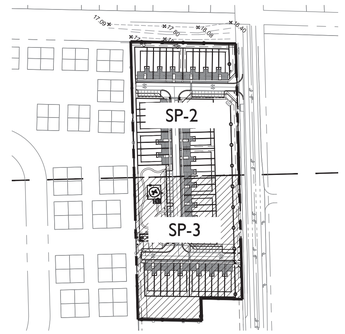

N

0 10 20 40
SCALE: 1" = 20'

LEGEND

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DATE 4-16-2021

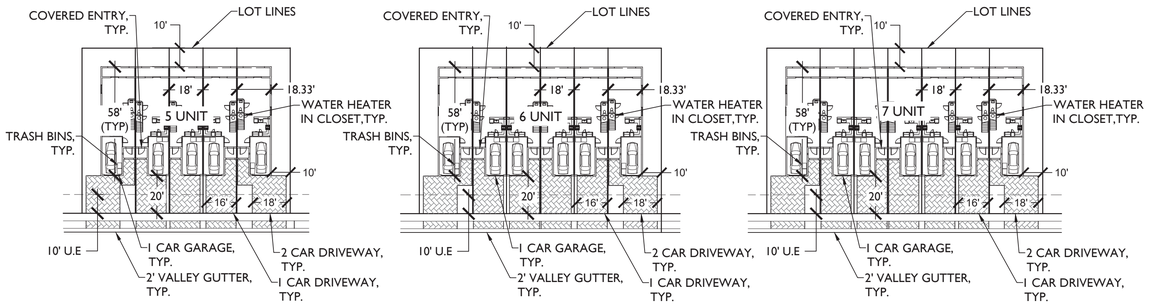
BELMONT
VILLAGE OF PALM SPRINGS

SITE PLAN

SHEET:
SP-3

TYPICAL UNIT DETAILS

SCALE: NTS



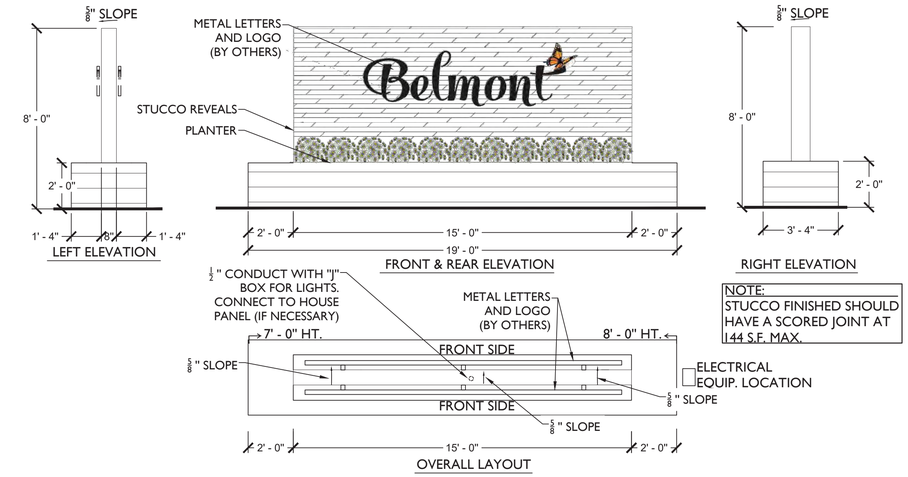
5 UNIT TYPICAL

6 UNIT TYPICAL

7 UNIT TYPICAL

ENTRY SIGN DETAIL

SCALE: NTS



LEFT ELEVATION

FRONT & REAR ELEVATION

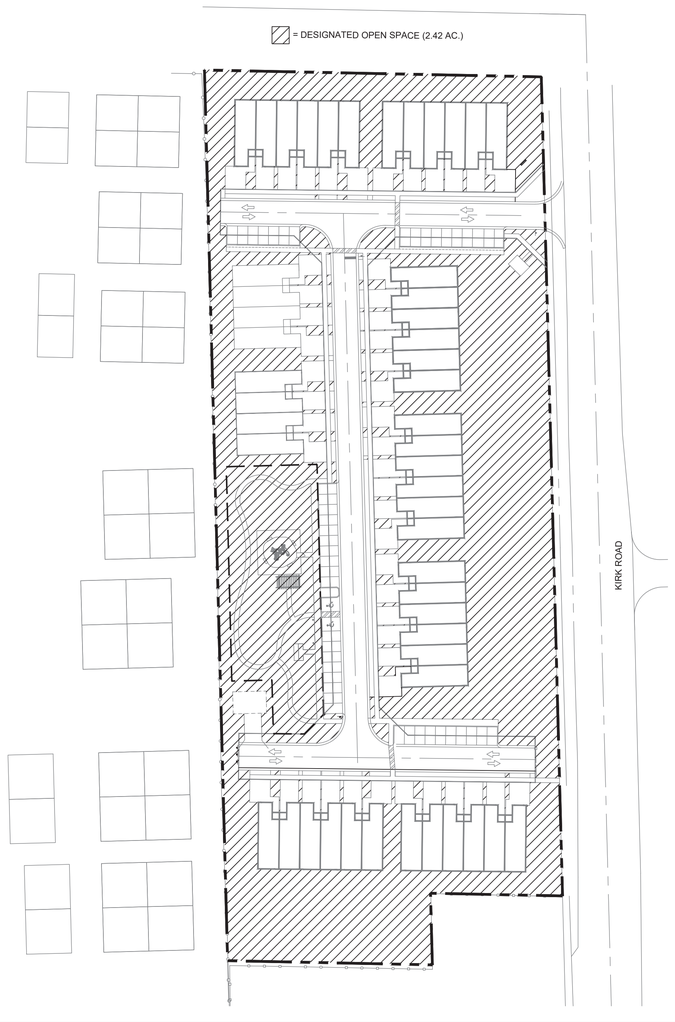
RIGHT ELEVATION

NOTE:
STUCCO FINISHED SHOULD HAVE A SCORED JOINT AT 144 S.F. MAX.

OVERALL LAYOUT

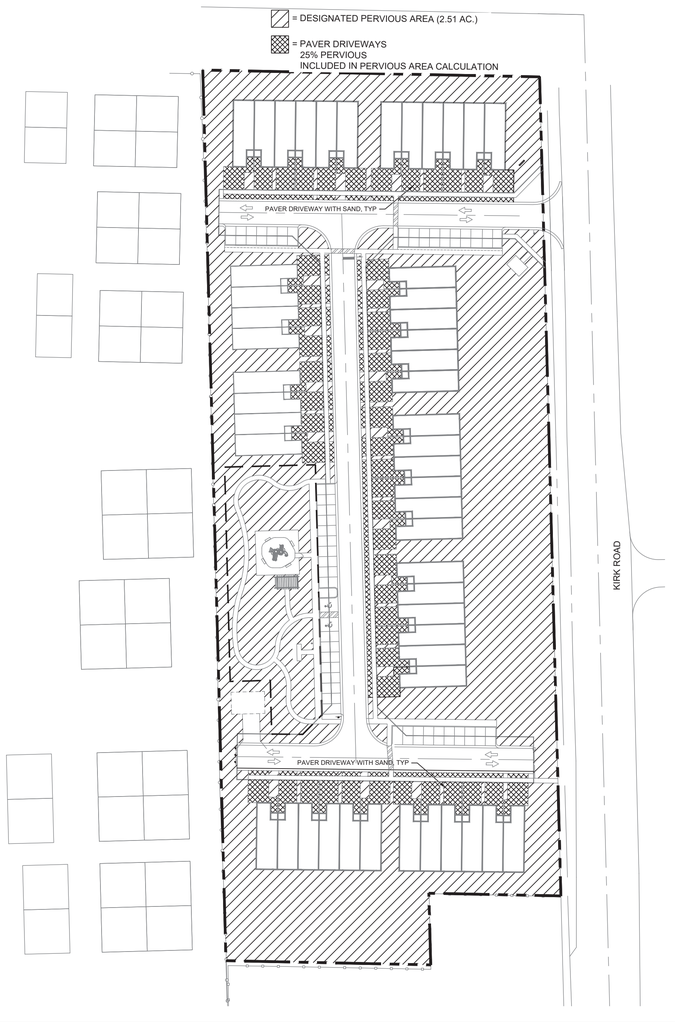
OPEN SPACE PLAN EXHIBIT

SCALE: NTS



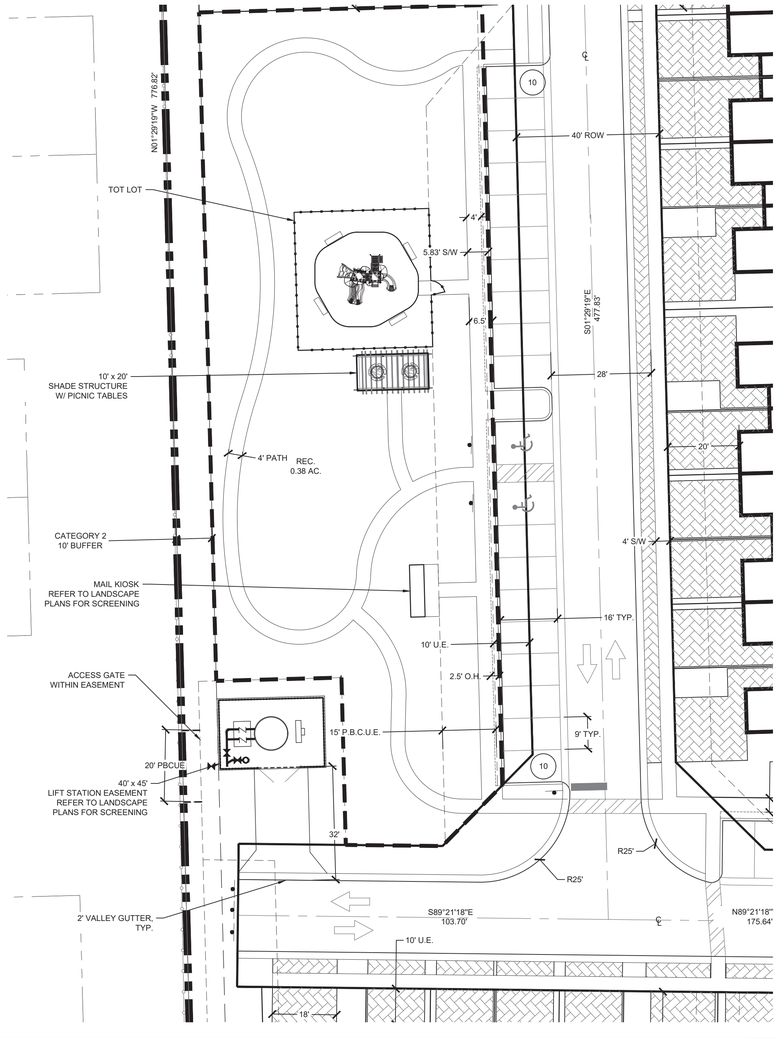
PERVIOUS / IMPERVIOUS PLAN EXHIBIT

SCALE: NTS



REC. AREA DETAIL

SCALE: NTS



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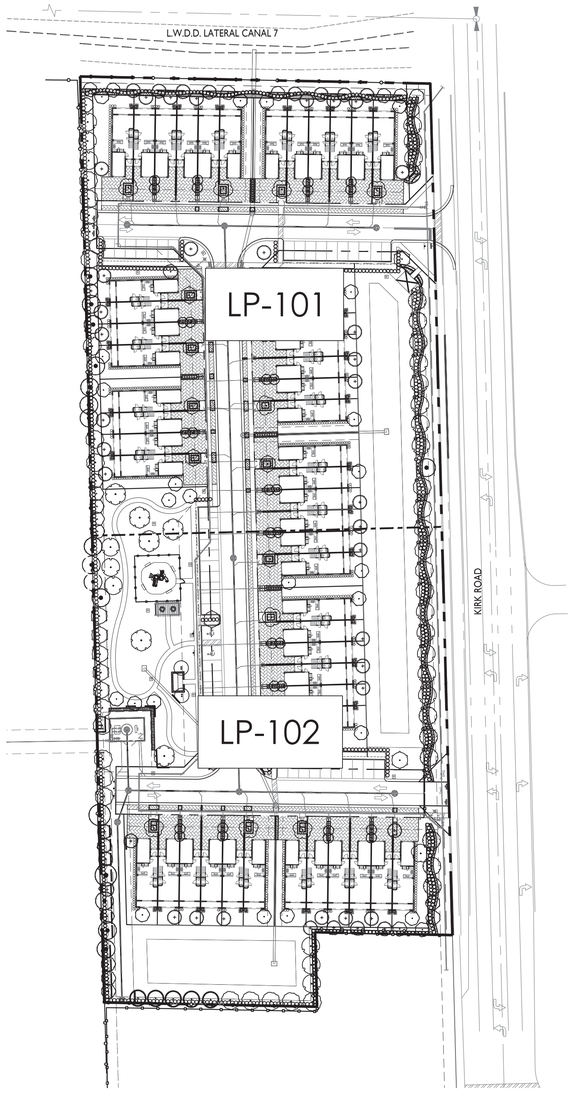
CAD 558100-PL-SITE.DWG	
JOB NO.	5581.00
DRAWN BY	R.C
CHECK BY	J.P
DATE	4-16-2021

BELMONT
VILLAGE OF PALM SPRINGS

REGULATING PLAN

SHEET:
RP-1



LANDSCAPE REQUIREMENTS

PALM SPRINGS, FLORIDA

PERIMETER LANDSCAPING	REQUIRED	PROVIDED
NORTH BUFFER		
1 CANOPY TREE PER 20 LINEAR FEET AND A MEANDERING 3' HEDGE AT TIME OF PLANTING WITH 2 TIERS	294 LF / 20 = 15 TREES AND A MEANDERING 3' HEDGE WITH 2 TIERS	15 TREES AND A MEANDERING 3' HEDGE WITH 2 TIERS
EAST BUFFER		
CATEGORY 5 STANDARD - 15' BUFFER 1 CANOPY TREE PER 20 LINEAR FEET AND A MEANDERING 3' HEDGE AT TIME OF PLANTING WITH 2 TIERS	635 LF / 20 = 32 TREES AND A MEANDERING 3' HEDGE WITH 2 TIERS	31 TREES AND 1 EX. TREE = 32 TREES MEANDERING 3' HEDGE WITH 2 TIERS
SOUTH BUFFER		
5' LANDSCAPE BUFFER 3 1 CANOPY TREE PER 20 LINEAR FEET WALL/FENCE AND 3' HEDGE AT TIME OF PLANTING	115 LF / 20 = 6 TREES 3' HEDGE AT TIME OF PLANTING	6 TREES AND 3' HEDGE AT TIME OF PLANTING
5' LANDSCAPE BUFFER 2 1 CANOPY TREE PER 20 LINEAR FEET WALL/FENCE AND 3' HEDGE AT TIME OF PLANTING	63 LF/20 = 4 TREES 3' HEDGE AT TIME OF PLANTING	4 TREES AND 3' HEDGE AT TIME OF PLANTING
5' LANDSCAPE BUFFER 1 1 CANOPY TREE PER 20 LINEAR FEET WALL/FENCE AND 3' HEDGE AT TIME OF PLANTING	179 LF/20 = 9 TREES 3' HEDGE AT TIME OF PLANTING	9 TREES AND 3' HEDGE AT TIME OF PLANTING
WEST BUFFER		
CATEGORY 2 STANDARD - 10' BUFFER 1 CANOPY TREE PER 20 LINEAR FEET WALL/FENCE AND 3' HEDGE AT TIME OF PLANTING	WEST BUFFER 777 LF / 20 = 39 TREES	WEST BUFFER 36 TREES & 3 EX. TREES = 39 TREES AND 3' HEDGE AT TIME OF PLANTING
INTERIOR LANDSCAPING	REQUIRED	PROVIDED
FOUNDATION PLANTING		
AT LEAST 1 TREE OR CLUSTER OF 3 PALMS SHALL BE INSTALLED FOR EACH 30 LF OF BUILDING FACADE FACING A STREET	4 UNIT BUILDING 73 LF/ 30 = 3 TREES AT STREET FACADE FOR EACH BUILDING 6 UNIT BUILDING 110 LF/ 30 = 4 TREES AT STREET FACADE FOR EACH BUILDING	4 UNIT BUILDING 3 TREES FOR EACH BUILDING (3 TREES AND 2 PALMS @ 3:1) 6 UNIT BUILDING 4 TREES FOR EACH BUILDING (3 TREES AND 4 PALMS @ 3:1)
RESIDENTIAL PARCEL - TREE PLANTING		
1 TREE PLANTED FOR EVERY 1,500 SF OF A PARCEL USED FOR RESIDENTIAL PURPOSES	4 UNIT BUILDING 8,115 SF / 1,500 SF = 6 TREES FOR EACH BUILDING 6 UNIT BUILDING 11,325 SF / 1,500 SF = 8 TREES FOR EACH BUILDING	4 UNIT BUILDING 7 TREES FOR EACH BUILDING (7 TREES AND 2 PALMS @ 3:1) 6 UNIT BUILDING 8 TREES FOR EACH BUILDING (8 TREES AND 4 PALMS @ 3:1)
NON-RESIDENTIAL PARCEL - TREE PLANTING		
1 TREE PLANTED FOR EVERY 2,500 SF OF A PARCEL USED FOR NON RESIDENTIAL PURPOSES	REC AREA 15,095 SF / 2,500 SF = 7 TREES	REC AREA 13 TREES & 2 PALMS

Know whats BELOW. CALL before you dig.

Call 811 two business days before digging

N

0 30 60 120

SCALE: 1" = 60'

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2	8/29/2021	RESUBMITTAL	BJ
4	12/14/2021	RESUBMITTAL	BJ

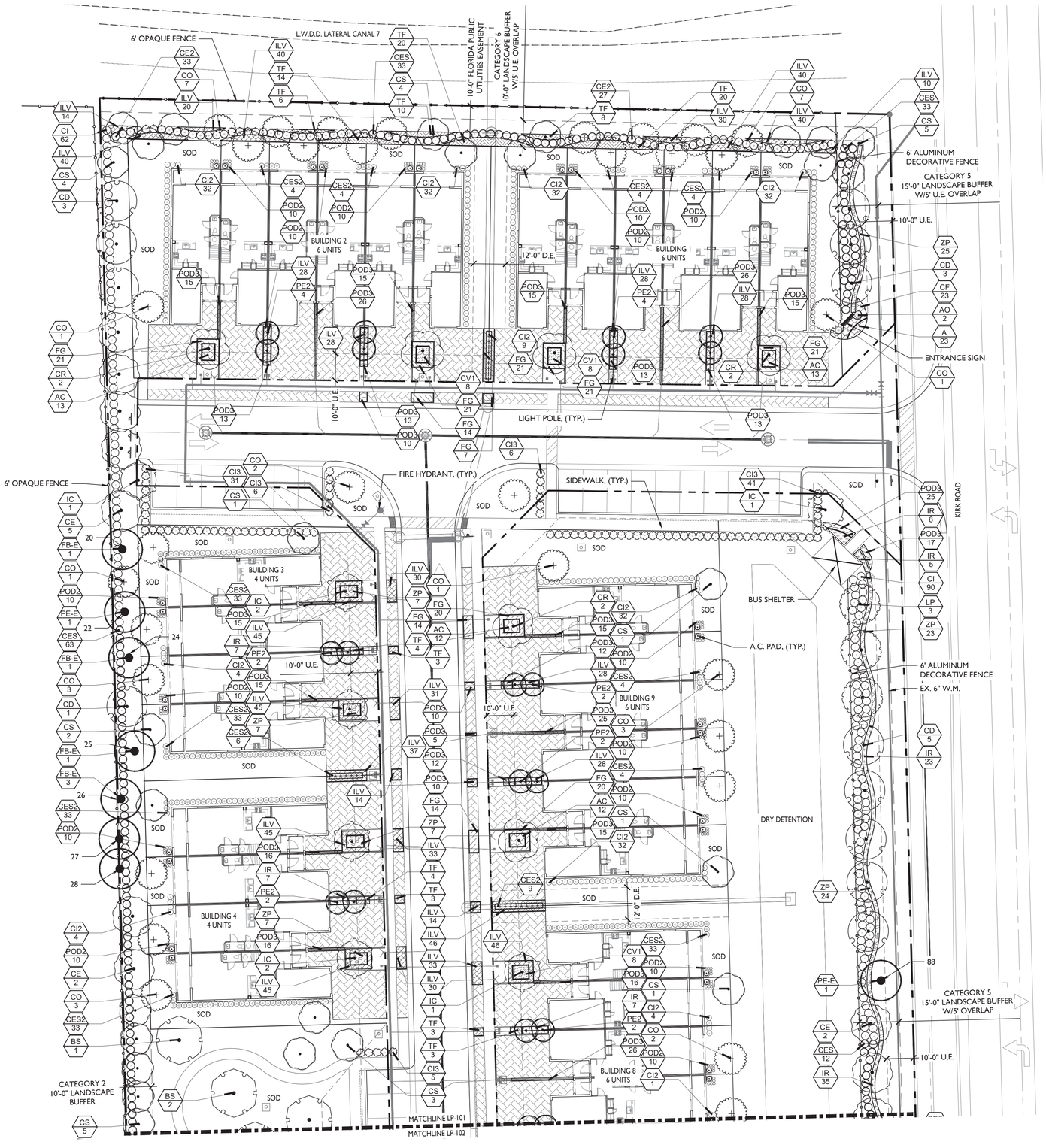
5581.00
BJ
TM
4/23/2021

LANDSCAPE ARCHITECT OF RECORD
TIFFANY D. MAY, PLA FL#6667274
JOB NO.
DRAWN BY
CHECK BY
DATE

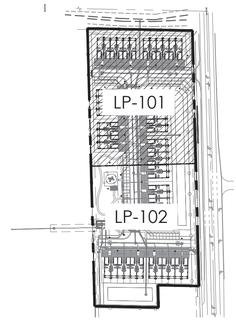
BELMONT
VILLAGE OF PALM SPRINGS, FLORIDA
OVERALL LANDSCAPE PLAN

SHEET:
LP-100

Bryan Jackman P:\5500\5581.01 10th Ave Road - Land Dev\A\Drawings\Landscape\5581.00-LA.dwg ------ Plotted: 12/14/2021 8:02:04 PM Saved: 12/14/2021 8:32:07 PM



SHEET KEY MAP



LEGEND

TREE/ PALM TO PRESERVE

N

0 10 20 40

SCALE: 1" = 20'

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4	12/14/2021	RESUBMITTAL	BJ

REVISIONS

LANDSCAPE ARCHITECT OF RECORD
TIFFANY D. MAY, PLA FL#6667274

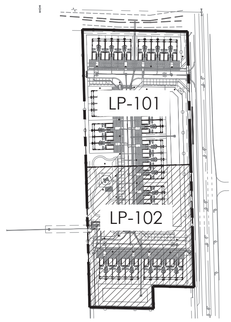
JOB NO. 5581.00
DRAWN BY BJ
CHECK BY TM
DATE 4/23/2021

BELMONT
VILLAGE OF PALM SPRINGS, FLORIDA
LANDSCAPE PLAN

SHEET:
LP-101

Bryan Jackman P:\5500\5581.01 1991 Kirk Road - Land Dv\LA\Drawings\Landscape\5581101-LA.dwg ---- Plotted: 12/14/2021 6:02:09 PM Saved: 12/14/2021 5:32:07 PM

SHEET KEY MAP



LEGEND

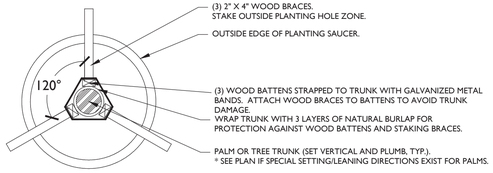
TREE/ PALM TO PRESERVE

MATCHLINE LP-101
MATCHLINE LP-102
TOT LOT
SHADE STRUCTURE W/ PICNIC TABLES
4' PATH
MAIL KIOSK
LIFT STATION
BUILDING 8 6 UNITS
BUILDING 7 6 UNITS
BUILDING 5 6 UNITS
BUILDING 6 6 UNITS
DRY DETENTION
DRY DETENTION
CATEGORY 2 10'-0" LANDSCAPE BUFFER
CATEGORY 5 15'-0" LANDSCAPE BUFFER W/5' OVERLAP
CATEGORY 5 15'-0" LANDSCAPE BUFFER W/ 5' OVERLAP
KIRK ROAD
6' ALUMINUM DECORATIVE FENCE
6' ALUMINUM DECORATIVE FENCE
EX. 6" W.M.
EX. 8" W.M.
10'-0" U.E.
10'-0" U.E.
10'-0" U.E.
10'-0" U.E.
15'-0" P.B.C.U.E.
12'-0" D.E.
A.C. PAD, (TYP.)
SIDEWALK, (TYP.)
ROOT BARRIER, (TYP.)
LIGHT POLE, (TYP.)
FIRE HYDRANT, (TYP.)
20'-0" PBCUE
20'-0" PBCUE W/ 5' BUFFER OVERLAP
20'-0" EMERGENCY ONLY STABILIZED ACCESS
6' OPAQUE FENCE
6' OPAQUE FENCE
6' OPAQUE FENCE
EX. FENCE
PROPERTY LINE
5'-0" LANDSCAPE BUFFER
5'-0" LANDSCAPE BUFFER
5'-0" LANDSCAPE BUFFER
SOD
SOD
SOD

SMALL PALM STAKING PLAN

NTS.

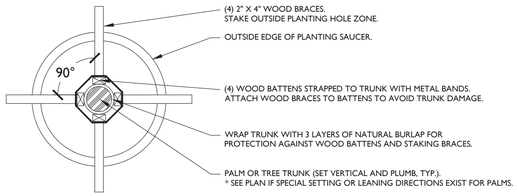
NOTE:
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



LARGE PALM OR TREE STAKING PLAN

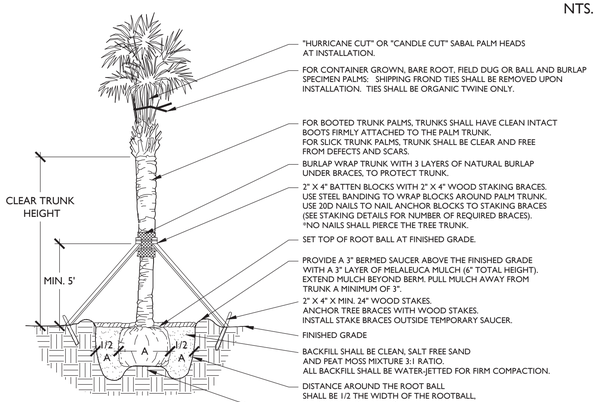
NTS.

NOTE:
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



PALM PLANTING DETAIL

NTS.



TREE PLANTING DETAIL

NOTE:
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.

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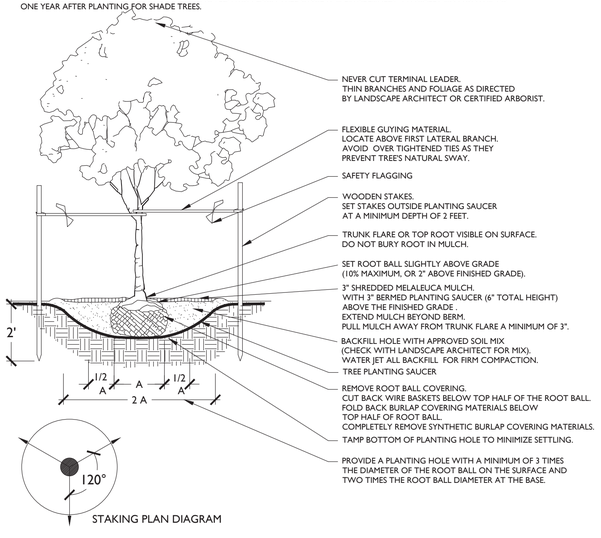

GROUNDCOVER DETAIL

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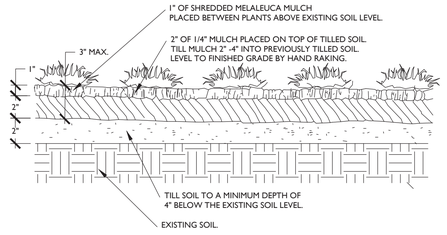

PLANT SPACING DETAIL

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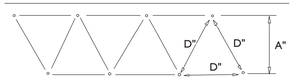
SPACING "D"	ROW "A"
6" O.C.	5.2"
8" O.C.	6.93"
10" O.C.	8.66"
12" O.C.	10.4"
18" O.C.	15.6"
24" O.C.	20.8"
30" O.C.	26.0"
36" O.C.	31.2"
48" O.C.	41.6"

PLANT SPACING CHART



SHRUB PLANTING DETAIL

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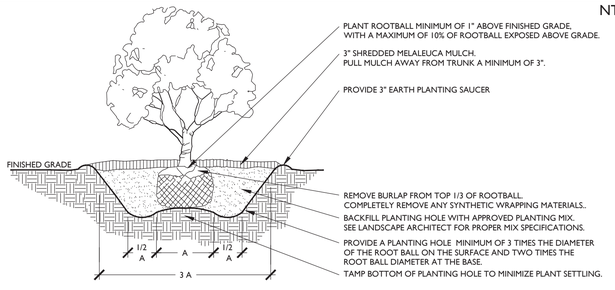

ROOT BARRIER DETAIL

NOTE:
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.

2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNTICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.

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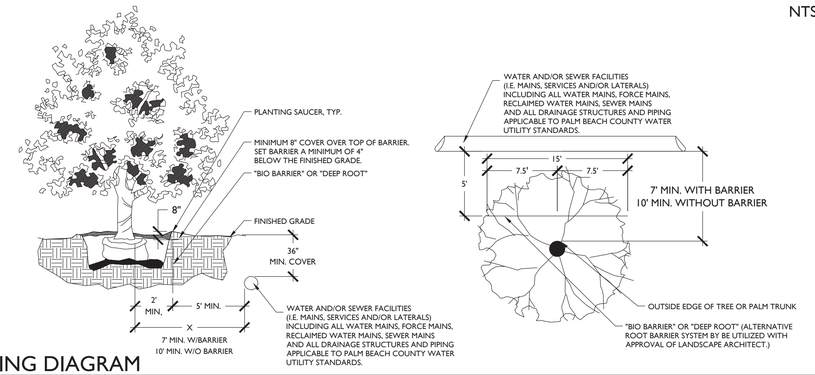

TYPICAL PLANTING DIAGRAM

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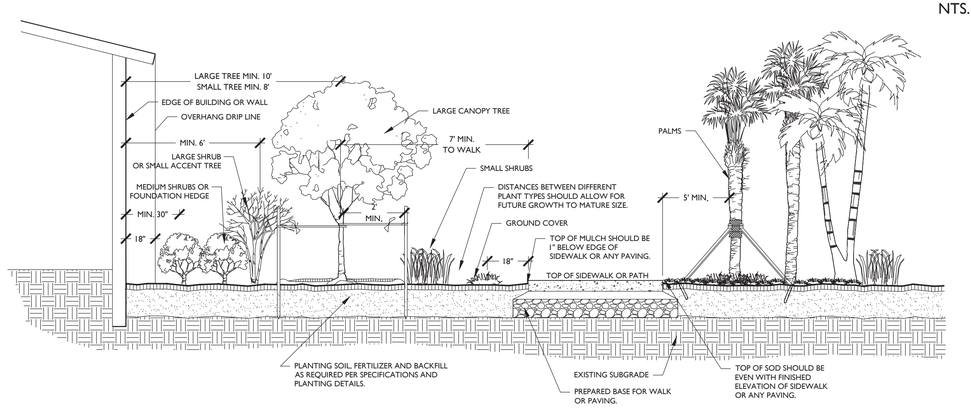

TREE PROTECTION DETAIL

NOTE: 1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.

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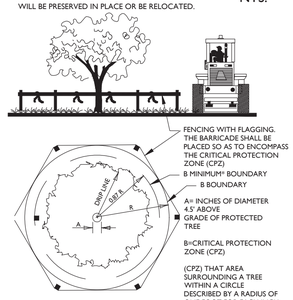

PLANT SCHEDULE OVERALL

TREES	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
BS	6	Gumbo Limbo	Bursera simaruba	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
CR	12	Pitch Apple	Clusia rosea	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
CD	23	Pigeon Plum	Coccoloba diversiolia	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
CE	23	Green Buttonwood	Conocarpus erectus	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
CS	46	Silver Buttonwood	Conocarpus erectus sericeus	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
CO	53	Orange Geiger Tree	Cordia sebestena	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
FB-E	11	Weeping Fig	Ficus benjamina	NO	EXISTING
IC	16	Dahoon Holly	Ilex cassine	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
LP	9	Crape Myrtle	Lagerstroemia indica	NO	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.
PE-E	2	Slash Pine	Pinus elliotti	YES	EXISTING
QV-E	2	Southern Live Oak	Quercus virginiana	YES	EXISTING
TD	5	Bald Cypress	Taxodium distichum	YES	12' HT. X 5' SPRD., MIN. 2" CAL., 5' C.T.

PALM TREES	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
PE2	32	Alexander Palm	Ptychosperma elegans	NO	12' C.T., 16' OA. HT.
VM	2	Montgomery Palm	Veitchia montgomeryana	NO	10'-12' OA. HT., DOUBLE TRUNK

SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
AO	2	Giant Silver Bromeliad	Alcantarea odorata	NO	30" OA. HT., SPECIMEN
CI	267	Cocoplum	Chrysobalanus icaco	YES	36" HT. X 36" SPRD. @ 36" O.C.
CI2	415	Cocoplum	Chrysobalanus icaco	YES	24" HT. X 24" SPRD. @ 24" O.C.
CI3	147	Cocoplum	Chrysobalanus icaco	YES	48" HT. X 36" SPRD. @ 36" O.C.
CE2	60	Green Buttonwood	Conocarpus erectus	YES	36" HT. X 36" SPRD. @ 36" O.C.
CES	419	Silver Buttonwood	Conocarpus erectus `Sericeus`	YES	36" HT. X 36" SPRD. @ 36" O.C.
CES2	261	Silver Buttonwood	Conocarpus erectus `Sericeus`	YES	24" HT. X 24" SPRD. @ 24" O.C.
POD2	250	Shrubby Yew	Podocarpus macrophyllus `Maki`	NO	36" HT. X 12" SPRD. @ 12" O.C.

SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
AC	98	Dwarf Elephant Ear	Alocasia odora `California`	NO	18" HT. X 18" SPRD. @ 18" O.C.
CV1	43	Sloppy Painter Croton	Codiaeum variegatum `Sloppy Painter`	NO	18" HT. X 18" SPRD. @ 24" O.C.
IR	140	Dwarf Maui Ixora	Ixora chinensis `Maui Yellow`	NO	18" HT. X 18" SPRD. @ 24" O.C.
PM	47	Podocarpus	Podocarpus macrophyllus	NO	4` HT., FULL TO BASE, @ 24" O.C.
ZP	158	Coontie	Zamia pumila	YES	24" HT. X 24" SPRD. @ 24" O.C.

GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
A	23	Annuals	Annuals	NO	12" HT. X 12" SPRD. @ 12" O.C. Mixed Seasonal Color, Full Pots
CF	23	Dwarf Clusia	Clusia fluminensis	NO	18" HT. X 18" SPRD. @ 18" O.C.
FG	408	Green Island Ficus	Ficus microcarpa `Green Island`	NO	12" HT. X 12" SPRD. @ 18" O.C.
ILV	1,108	Dwarf Schillings Holly	Ilex vomitoria `Schillings Dwarf`	YES	12" HT. X 12" SPRD. @ 12" O.C.
POD3	722	Dwarf Podocarpus	Podocarpus macrophyllus `Dwarf Pringles`	NO	12" HT. X 12" SPRD. @ 12" O.C.
TF	101	Dwarf Fakahatchee Grass	Tripsacum floridana	YES	18" HT. X 18" SPRD. @ 24" O.C.

LANDSCAPE NOTES:

1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHT'S (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

SHRUB AND GROUNDCOVER PLANTING DETAIL

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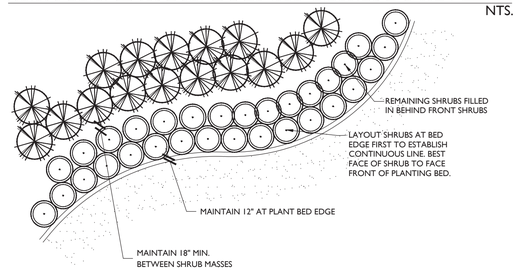


WGL
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wglinc.com
Cert No. 6091 - LB No. 7055

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	6/15/2021	RESUBMITTAL	BJ
2	8/09/2021	RESUBMITTAL	BJ
3	10/29/2021	RESUBMITTAL	BJ
4	12/14/2021	RESUBMITTAL	BJ

LANDSCAPE ARCHITECT OF RECORD
TIFFANY D. MAY, PLA FL#6667374

JOB NO.	5581.00
DRAWN BY	BJ
CHECK BY	TM
DATE	4/23/2021

BELMONT
VILLAGE OF PALM SPRINGS, FLORIDA
LANDSCAPE DETAILS

SHEET:
LP-500

Bryan Jackman P:\5000\5581.01 1591 Kirk Road - Land Dev\LA\Drawings\Landscape\LS5810-LA.dwg ——— Plotted: 12/14/2021 @ 6:28:18 PM Saved: 12/14/2021 @ 3:32:07 PM

Landscape Planting - Part I. General

I. Description of Work
A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be utilized for staking and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
C. All applicable federal, state and local permits shall be attained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

II. Applicable Standards
A. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. American Standard for Nursery Stock, ANSI Z60.1. American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, D.C. 20005.
C. Hortus Third, The Staff of the L.H. Bailey Hortorium. 1976. MacMillan Publishing Co., New York.
D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
E. National Arborist Association- Pruning Standards for Shade Trees
F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications
A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

IV. Requirements of Regulatory Agencies
A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals
A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.
1. Provide a particle size analysis, including the following gradient of mineral content:

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Coarse Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

2. Provide a chemical analysis, including the following:
a. pH and buffer pH
b. Percentage of organic content by oven-dried weight.
c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
e. Cation exchange capacity (CEC).
E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

VI. Utility Verification
A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Plants
A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
1. All plant names and descriptions shall be as defined in Hortus Third.
2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.
D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
G. Selection and Tagging
1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.
3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.
H. Anti-Desiccants
1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.
I. Balled and Burlapped (B&B) Plant Materials
1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.
J. Container Plants
1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
K. Bareroot and Collected Plants
1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
2. Bareroot material shall not be dug or installed after bud break or before dormancy.
3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.
L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.
M. Palms
1. Coconut Palms shall be grown from a certified seed.
2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from Palm Beach County or other sandy soils. All Sabal palms shall be Florida Fancy.
4. For booted trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.
N. Sod
1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.
O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
P. Transportation and Storage of Plant Material
1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
Q. Mechanized Tree Spade Requirements
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

II Materials for Planting
A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the Melaleuca quinquinerva tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger the ¾" diameter and 1½" in length. Mulch shall be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.
B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a workable condition free from lumps.
C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock.
Submit sample for approval.
D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.
E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

III. Materials for Soil Amendment
A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
2. pH shall range between 4 and 7.0.
3. Submit manufacturer literature for approval.
B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
C. Course Sand: Course concrete sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.75 or greater.
1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

IV. Planting Mix
A. Planting Mix
1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Component	Percent by Volume
Coarse Sand	75%
Peat	25%

B. Planting mix shall be thoroughly mixed, screened, and shredded.
C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic meters (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.
E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
G. Protect the planting mix from erosion prior to installation.

Part 3. Execution

I. Excavation of Planted Areas
A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
2. Save the existing soil to be used as backfill around the tree.
3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for any planting shall be determined by the landscape architect.

II. Installation of Planting Mix
A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
D. Protect adjacent walls, walks, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete, metal, masonry work, and other items as directed during the progress of the work.
1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
E. Till the subsoil into the bottom layer of topsoil or planting mix.
1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rototiller or other suitable device.
2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.
F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, till the soil to a depth required to break the overcompaction.
d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.
3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil. Soil amendments may be added at the same time that organic matter, when required, is added to the top layer of soil.
6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

III. Fine Grading
A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
B. Fill all dips and remove any bumps in the overall plane of the slope.
1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.
C. Berming shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any utility, drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

IV. Planting Operations
A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in) at the center of the root ball the tree shall be rejected.
B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out. Pack planting mix around the exposed roots while planting.
D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used at no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
J. Remove all tags, labels, strings, etc. from all plants.
K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

V. Relocation of Existing Material:
A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
1. Select a healthy tree
2. Selectively trim the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
3. Root prune 50% of the root system approximately 18"-2' deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 8-12 inches per every one inch of diameter at breast height of the tree.
4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
6. The root pruned tree should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
7. Root pruned trees should be let to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

VI. Staking and Guying
A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damage caused by the falling or leaning of trees.
C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

VII. Pruning
A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

VIII. Mulching
A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.

IX. Maintenance of Trees, Shrubs, and Vines
A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
E. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional cost to the owner when irrigation systems are unavailable.
F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect

X. Acceptance
A. The landscape architect shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.

XI. Acceptance in Part
A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

XII. Guarantee Period and Replacements
A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

XIII. Final Inspection and Final Acceptance
At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect at that time, the landscape architect shall certify, in writing, that the project has received final acceptance.

WGL
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wglinc.com
Cert No. 6091 - LB No. 7055

REVISIONS

NO	DATE	DESCRIPTION	BY
1	6/15/2021	RESUBMITTAL	BJ
2	8/26/2021	RESUBMITTAL	BJ
3	10/29/2021	RESUBMITTAL	BJ
4	12/14/2021	RESUBMITTAL	BJ

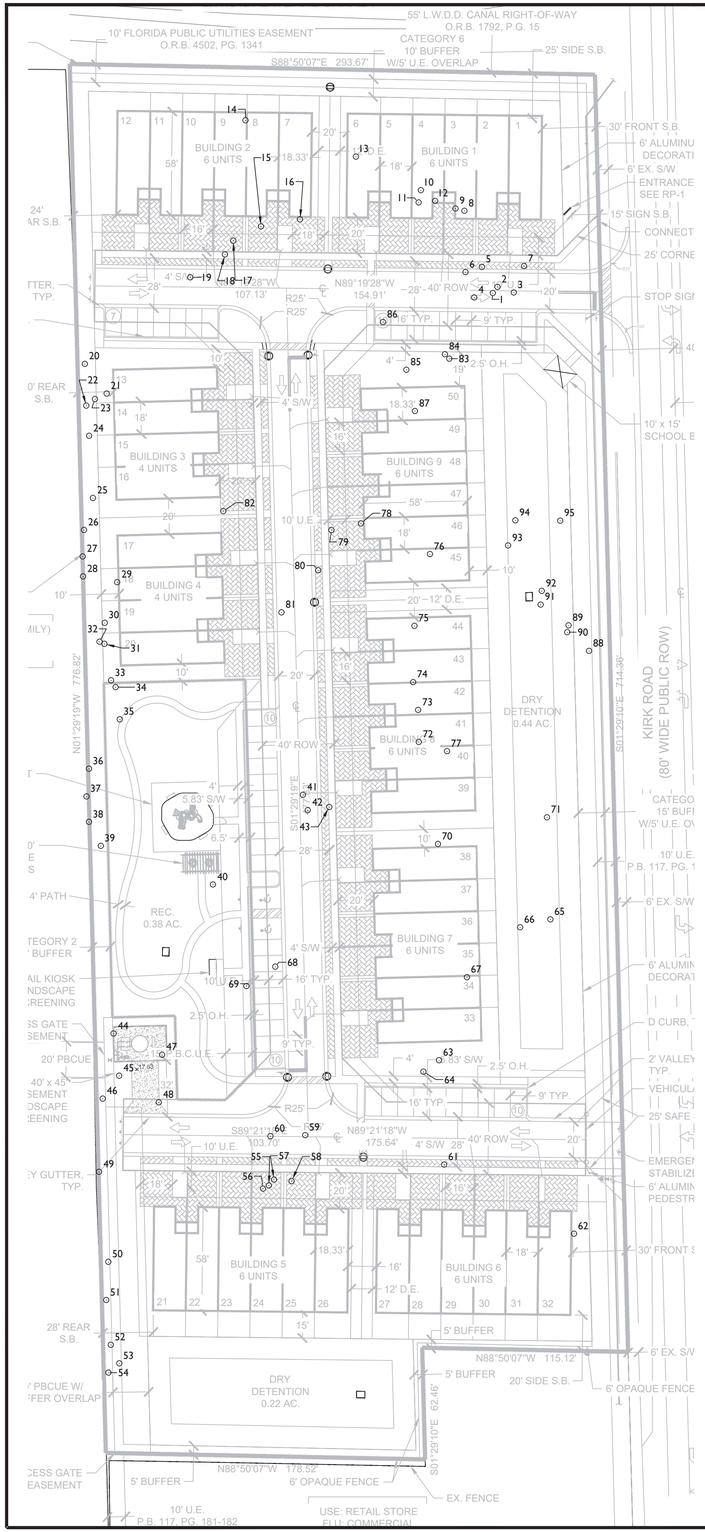
JOB NO.	5581.00
DRAWN BY	BJ
CHECK BY	TM
DATE	4/23/2021

LANDSCAPE ARCHITECT OF RECORD
TIFFANY D. MAY, PLA FL#6667274

BELMONT
VILLAGE OF PALM SPRINGS, FLORIDA
LANDSCAPE SPECIFICATIONS

SHEET:
LP-600

Bryan Jadlocon P:\5500\5581.01 16th Ave Road - Land Dv\LA\Drawings\Landscape\5581-LA.dwg ——— Plotted: 12/14/2021 4:02:16 PM Saved: 12/14/2021 5:32:07 PM



Tag #	Common Name	Scientific Name	DBH (inches)	Disposition	Notes
1	Sabal Palm	*Sabal palmetto*	16	Remove	Good
2	Sabal Palm	*Sabal palmetto*	16	Remove	Good
3	Sabal Palm	*Sabal palmetto*	14	Remove	
4	Live Oak	*Quercus virginiana*	6	Remove	
5	Live Oak	*Quercus virginiana*	6	Remove	
6	Live Oak	*Quercus virginiana*	9	Remove	
7	Slash Pine	*Pinus elliottii*	22	Remove	Good
8	Sabal Palm	*Sabal palmetto*	5	Remove	
9	Sabal Palm	*Sabal palmetto*	16	Remove	Vine intrusion
10	Sabal Palm	*Sabal palmetto*	12	Remove	
11	Sabal Palm	*Sabal palmetto*	10	Remove	
12	Sabal Palm	*Sabal palmetto*	12	Remove	
13	Slash Pine	*Pinus elliottii*	19	Remove	
14	Areca Palm	*Chrysalidocarpus lutescens*	8	Remove	
15	Sabal Palm	*Sabal palmetto*	12	Remove	
16	Sabal Palm	*Sabal palmetto*	18	Remove	
17	Sabal Palm	*Sabal palmetto*	16	Remove	
18	Sabal Palm	*Sabal palmetto*	10	Remove	
19	Sabal Palm	*Sabal palmetto*	14	Remove	
20	Weeping fig	*Ficus benjamina*	40	Preserve	
21	Sabal Palm	*Sabal palmetto*	16	Remove	
22	Slash Pine	*Pinus elliottii*	22	Preserve	
23	Areca Palm	*Chrysalidocarpus lutescens*	8	Remove	
24	Weeping fig	*Ficus benjamina*	10	Preserve	
25	Weeping fig	*Ficus benjamina*	38	Preserve	Growing into fence
26	Weeping fig	*Ficus benjamina*	24	Preserve	Growing into fence
27	Weeping fig	*Ficus benjamina*	14	Preserve	Growing into fence
28	Weeping fig	*Ficus benjamina*	14	Preserve	Growing into fence
29	Weeping fig	*Ficus benjamina*	5	Remove	
30	Weeping fig	*Ficus benjamina*	6	Remove	
31	Weeping fig	*Ficus benjamina*	7	Remove	
32	Weeping fig	*Ficus benjamina*	7	Remove	
33	Slash Pine	*Pinus elliottii*	20	Remove	Ficus intrusion
34	Weeping fig	*Ficus benjamina*	10	Remove	
35	Weeping fig	*Ficus benjamina*	5	Remove	
36	Weeping fig	*Ficus benjamina*	26	Preserve	Growing into fence
37	Weeping fig	*Ficus benjamina*	16	Preserve	Growing into fence
38	Weeping fig	*Ficus benjamina*	34	Preserve	Growing into fence
39	Weeping fig	*Ficus benjamina*	24	Preserve	Growing into fence
40	Slash Pine	*Pinus elliottii*	23	Remove	
41	Sabal Palm	*Sabal palmetto*	12	Remove	
42	Sabal Palm	*Sabal palmetto*	12	Remove	
43	Sabal Palm	*Sabal palmetto*	16	Remove	
44	Sabal Palm	*Sabal palmetto*	8	Remove	
45	Sabal Palm	*Sabal palmetto*	5	Remove	
46	Sabal Palm	*Sabal palmetto*	8	Remove	
47	Areca Palm	*Chrysalidocarpus lutescens*	10	Remove	
48	Slash Pine	*Pinus elliottii*	29	Remove	
49	Live Oak	*Quercus virginiana*	16	Preserve	Codominant, growing into fence
50	Live Oak	*Quercus virginiana*	16	Preserve	Growing into fence
51	Weeping fig	*Ficus benjamina*	22	Preserve	
52	Weeping fig	*Ficus benjamina*	28	Preserve	Growing into fence
53	Slash Pine	*Pinus elliottii*	14	Remove	Ficus intrusion
54	Weeping fig	*Ficus benjamina*	19	Preserve	Growing into fence
55	Christmas Palm	*Adonidia merrillii*	16	Remove	
56	Bottle Palm	*Hyophorbe lagenicaulis*	7	Remove	
57	Bottle Palm	*Hyophorbe lagenicaulis*	6	Remove	
58	Areca Palm	*Chrysalidocarpus lutescens*	12	Remove	
59	Areca Palm	*Chrysalidocarpus lutescens*	14	Remove	
60	Areca Palm	*Chrysalidocarpus lutescens*	14	Remove	
61	Live Oak	*Quercus virginiana*	4	Remove	
62	Weeping fig	*Ficus benjamina*	10	Remove	
63	Areca Palm	*Chrysalidocarpus lutescens*	5	Remove	
64	Areca Palm	*Chrysalidocarpus lutescens*	4.5	Remove	
65	Christmas Palm	*Adonidia merrillii*	6	Remove	Double
66	Christmas Palm	*Adonidia merrillii*	5	Remove	Double, one half is dead
67	Pygmy Date Palm	*Phoenix roebelenii*	5	Remove	Triplet
68	Christmas Palm	*Adonidia merrillii*	10	Remove	Double
69	Christmas Palm	*Adonidia merrillii*	9	Remove	
70	Queen Palm	*Syagrus romanzoffianum*	13	Remove	
71	Live Oak	*Quercus virginiana*	23	Remove	
72	Christmas Palm	*Adonidia merrillii*	6	Remove	
73	Christmas Palm	*Adonidia merrillii*	6	Remove	Triplet
74	Christmas Palm	*Adonidia merrillii*	5	Remove	Triplet
75	Christmas Palm	*Adonidia merrillii*	6	Remove	Triplet
76	Slash Pine	*Pinus elliottii*	19	Remove	
77	Slash Pine	*Pinus elliottii*	18	Remove	
77	Slash Pine	*Pinus elliottii*	18	Remove	
78	Slash Pine	*Pinus elliottii*	15	Remove	
79	Slash Pine	*Pinus elliottii*	15	Remove	
80	Live Oak	*Quercus virginiana*	14	Remove	
81	Live Oak	*Quercus virginiana*	23	Remove	
82	Slash Pine	*Pinus elliottii*	34	Remove	
83	Slash Pine	*Pinus elliottii*	17	Remove	
84	Sabal Palm	*Sabal palmetto*	12	Remove	
85	Sabal Palm	*Sabal palmetto*	16	Remove	
86	Sabal Palm	*Sabal palmetto*	14	Remove	
87	Slash Pine	*Pinus elliottii*	15	Remove	
88	Slash Pine	*Pinus elliottii*	14	Preserve	
89	Slash Pine	*Pinus elliottii*	12	Remove	
90	Slash Pine	*Pinus elliottii*	19	Remove	
91	Slash Pine	*Pinus elliottii*	16	Remove	
92	Slash Pine	*Pinus elliottii*	13	Remove	
93	Slash Pine	*Pinus elliottii*	15	Remove	
94	Slash Pine	*Pinus elliottii*	19	Remove	
95	Slash Pine	*Pinus elliottii*	17	Remove	
			Hardwoods Preserved:	17	

0 20 40 80
SCALE: 1" = 40'
NORTH

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NO.	DATE	REVISIONS DESCRIPTION	BY
1	08/13/2021		KLN
2	10/26/2021		RMH
3	12/13/2021		KLN

CAD 5581.01_EV-MAPS.DWG
DRAWN/DESIGNED KLN
CHECKED/QC RMH
JOB NO. 5581.01
DATE 06/03/2021

PROJECT: BELMONT
TASK: TREE INVENTORY PLAN

SHEET: TI.1

Kirk Nelson P:\5500\5581.01 1591 Kirk Road – Lwd Dr\DWG\CAD\5581.01_EV-MAPS.dwg ----- Plotted: 12/13/2021 4:11:27 PM Scwtt: 8/13/2021 8:23:25 AM

Calculation Summary - Horizontal

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Prop Line A	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Prop Line B	Illuminance	Fc	0.06	0.2	0.0	N.A.	N.A.
Prop Line C	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Prop Line D	Illuminance	Fc	0.02	0.1	0.0	N.A.	N.A.
Sidewalk A1	Illuminance	Fc	0.92	1.4	0.3	3.07	4.67
Sidewalk A2	Illuminance	Fc	1.31	2.0	0.9	1.46	2.22
Sidewalk A3	Illuminance	Fc	0.89	2.4	0.3	2.97	8.00
Sidewalk B1	Illuminance	Fc	1.32	2.1	0.8	1.65	2.63
Sidewalk B2	Illuminance	Fc	0.99	1.9	0.4	2.48	4.75
Sidewalk B3	Illuminance	Fc	1.16	2.0	0.4	2.90	5.00
Sidewalk Mail Kiosk	Illuminance	Fc	1.84	2.0	1.5	1.23	1.33
Sidewalk Park	Illuminance	Fc	0.96	2.2	0.3	3.20	7.33
Street A	Illuminance	Fc	0.93	1.8	0.3	3.10	6.00
Street B	Illuminance	Fc	1.00	1.9	0.3	3.33	6.33

Calculation Summary - Vertical @ 6 FT

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Prop Line A Vert	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Prop Line B Vert	Illuminance	Fc	0.06	0.2	0.0	N.A.	N.A.
Prop Line C Vert	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Prop Line D Vert	Illuminance	Fc	0.03	0.2	0.0	N.A.	N.A.

LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER	FIXTURE CATALOG NO.	LAMPS		FIXTURE WATTS	MOUNTING	REMARKS
			LAMP #	LAMP TYPE			
S1	GE CURRENT	EPTT-01-0-3-A-N-30-P	1	LED, 3000K, 3500 LUMENS	30 W	20' POLE 15' 6" MH	POST TOP LED FIXTURE.

(d) *Standards.*

(1) *Confinement.* All outdoor lighting shall utilize full cutoff luminaries per the Illuminating Engineering Society of North America (IESNA) definition of full cutoff which allows for zero percent of lumens above 90 degrees from nadir. No luminaries other than landscape lighting exempted per subparagraph (b)(3)d. above, shall be directed upwards to avoid urban sky glow.

(2) *Light trespass.* The maximum illumination at the property line of an adjoining residential parcel or public ROW is 0.33 horizontal and vertical foot-candles measured at six feet above grade level. Said illumination likewise measured at the property line of an adjoining non-residential parcel, shall not exceed 3.0 horizontal and vertical foot-candles measured at six feet above grade level.

(3) *Security lighting and time restrictions.*

a. Full cutoff luminaires shall be used for all security lighting and dusk-to-dawn area lighting.

b. Outdoor illumination, including, but not limited to, areas used for outdoor sales and display, eating, parking, assembly, service, storage of equipment and freight, loading and unloading, repair, maintenance, commercial activities, and industrial activities shall not continue after 11:00 p.m., or no more than one hour after active use of the area ceases, whichever is later, except for security lighting.

c. Security lighting shall be required for all active entrances to buildings, parking lots and access to buildings or parking lots. All security lighting shall maintain an average of 0.75 fc, a minimum of 0.3 fc and a maximum of 3 fc from dusk until dawn.

d. No outdoor recreational facility shall be illuminated after 11:00 p.m. except to conclude a scheduled and sanctioned recreational or sporting event by the village or other authorized agency in progress prior to 11:00 p.m. The luminaries shall be extinguished after outdoor recreational events are completed and the site has been vacated.

1. *Exceptions.* Public recreational facilities that operate or are open to the public on a 24-hour basis.

e. Automatic timing devices with a photosensor or an astronomical timeclock, which control the hours of illumination shall be required for all parking lots, car dealerships/outdoor display lots and parking garages. These devices may remain on Eastern Standard Time throughout the year.

(4) *Illumination levels.* Table 34-1362(1), illumination levels, indicates the minimum and maximum illumination levels for specific site elements, as well as the maximum to minimum, and average to minimum ratios.

Table 34-1362(1): Illumination Levels

Outdoor Lighting	Maximum Illumination (1)	Minimum Illumination (1)	Max to Min Ratio	Average to Min Ratio
Buildings and Accessory Structures				
a. Pathway lighting (2)	5.0 (4)	-	-	-
b. Canopies, drive-thru and overhangs	30.0	3.0	10:1	2.5:1
Parking lots				
a. Multifamily residential	3.0	0.3	10:1	-
b. All others	12.0	1.0	12:1	3:1
Parking Structures				
a. Parking area	10.0	1.0	10:1	4:1
b. Ramps—Day	20.0	2.0	10:1	-
c. Ramps—Night	10.0	1.0	10:1	-
d. Entrance area—Day	50.0	5.0	10:1	-
e. Entrance area—Night	10.0	1.0	10:1	-
f. Stairways	-	10.0	-	-
Property Boundary	Refer to Light Trespass			
Specialty Lighting (3)				
a. Outdoor entertainment	Per IESNA Lighting Handbook			
b. Parks				
Other Lighting Types				
a. Outdoor display and storage for vehicle sales and rental.	40	1.0	15:1	4:1
b. Other outdoor display and storage Areas.	20	1.0	15:1	4:1
c. Outdoor work areas	20	1.0	15:1	4:1
Notes				

1. Measured in foot-candles.
2. Building or accessory mounted luminaries used to light parking lots shall comply with parking lot illumination levels.
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.
4. Fully shielded bollards not greater than 42 inches in height may be permitted up to 20 foot-candles.

LIGHTING SYMBOLS SCHEDULE

ALL SYMBOLS DO NOT NECESSARILY APPEAR ON THESE DRAWINGS

NOTES:
1. IF WALL MOUNTED FIXTURE PROJECTS 4" OR MORE FROM FINISHED WALL THERE SHALL BE 80" VERTICAL CLEARANCE A.F.F.
2. PROVIDE A SEPARATE REFERENCE CONDUCTOR FOR THE FIXTURES BATTERY PACK, FED FROM THE SAME CIRCUIT AS THE FIXTURE. THIS REFERENCE CONDUCTOR SHALL NOT ROUTE THROUGH ANY LOCAL SWITCH OR LIGHTING CONTROL RELAY. ALL FIXTURES WITH EMERGENCY BATTERY PACKS SHALL BE SWITCHED AS SHOWN ON PLANS, UNO. ALL FIXTURES WITH EMERGENCY BATTERY PACKS SHALL BE PROVIDED WITH INTEGRAL RED TEST BUTTON, UNO.

SYMBOL	DESCRIPTION	REMARKS
	2' x 4' LIGHT FIXTURE	
	2' x 2' LIGHT FIXTURE	
	1' x 4' LIGHT FIXTURE	
	LINEAR STRIP LIGHTING FIXTURE	NOTE 1
	DOWNLIGHT	
	WALL WASH/ADJUSTABLE DOWNLIGHT - ARROW INDICATED DIRECTION OF BEAM	
	LINEAR LIGHT WALL MOUNTED FIXTURE	NOTE 1
	WALL SCONCE	NOTE 1
	TRACK HEAD	
	PENDANT	
	EXIT SIGN - SINGLE FACE	NOTE 1
	EXIT SIGN - DUAL FACE	NOTE 1
	DUAL HEAD EMERGENCY LIGHT WITH INTEGRAL BATTERY PACK	NOTE 1
	SINGLE HEAD SITE AREA LUMINAIRE	
	DUAL HEAD SITE AREA LUMINAIRE	
	EXISTING SINGLE HEAD SITE AREA LUMINAIRE	
	EXISTING DUAL HEAD SITE AREA LUMINAIRE	
	BOLLARD	
	LANDSCAPE LUMINAIRE	
HG-1	WHERE SHOWN, INDICATES PANEL AND CIRCUIT SERVING ALL FIXTURES IN THE SAME ROOM.	
	TYPICAL FIXTURE EQUIPPED WITH EMERGENCY BATTERY BALLAST.	NOTE 2

ELECTRICAL ABBREVIATIONS

A	AMPERES	LTG	LIGHTING
ABV	ABOVE	MAX	MAXIMUM
A/C	AIR CONDITIONING	MC	MECHANICAL CONTRACTOR
ACT	ABOVE COUNTER TOP	MCB	MAIN CIRCUIT BREAKER
AFF	ABOVE FINISHED FLOOR	MCC	MOTOR CONTROL CENTER
AF	AMP FUSED	MCM	THOUSAND CIRCULAR MILS
AFG	ABOVE FINISHED GRADE	MDP	MAIN DISTRIBUTION PANEL
AL	ALUMINUM	MECH	MECHANICAL
ARCH	ARCHITECT	MH	MANHOLE
ASB	ABOVE SPLASH BLOCK	MIN	MINIMUM
ASC	ABOVE SUSPENDED CEILING	MISC	MISCELLANEOUS
ASD	ADJUSTABLE SPEED DRIVE	MLO	MAIN LUG ONLY
AUTO	AUTOMATIC	MSB	MAIN SWITCHBOARD
AUX	AUXILIARY	MTD	MOUNTED
ATS	AUTOMATIC TRANSFER SWITCH		
AWG	AMERICAN WIRE GAUGE	NEC	NATIONAL ELECTRICAL CODE
BFF	BELOW FINISH FLOOR	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
BLDG	BUILDING		
BFG	BELOW FINISHED GRADE	NEUT	NEUTRAL
		NF	NON FUSED
C	CONDUIT	NIC	NOT IN CONTRACT
C/B	CIRCUIT BREAKER	NL	NIGHT LIGHT
CCTV	CLOSED CIRCUIT TELEVISION	N.O.	NORMALLY OPEN
CCT	CIRCUIT	N.C.	NORMALLY CLOSED
CLG	CEILING	NO.	NUMBER
COL	COLUMN	NTS	NOT TO SCALE
COMB	COMBINATION		
CONC	CONCRETE	OC	OVER COUNTERTOP
CONST	CONSTRUCTION	OD	OUTSIDE DIAMETER
		OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
DFC	DOWN FROM CEILING		
DIA	DIAMETER	OH	OVERHEAD
DN	DOWN		
DWG	DRAWING	P	POLE
		PC	PLUMBING CONTRACTOR
EA	EACH	PF	POWER FACTOR
EC	ELECTRICAL CONTRACTOR	PH	PHASE
EF	EXHAUST FAN	PL	PROPERTY LINE
ELEC	ELECTRIC / ELECTRICAL	PNL	PANEL
EMER	EMERGENCY	PVC	POLYVINYL CHLORIDE
EMT	ELECTRICAL METALLIC TUBING		
EPO	EMERGENCY POWER OFF	RECPT	RECEPTACLE
EQUIP	EQUIPMENT	RE:	REFERENCE/REFER TO
EWC	ELECTRIC WATER COOLER	REQD	REQUIRED
EX	EXISTING	RGS	RIGID GALVANIZED STEEL
EXT	EXTERIOR	RM	ROOM
FA	FIRE ALARM	SCH	SCHEDULE
FACP	FIRE ALARM CONTROL PANEL	SPEC	SPECIFICATIONS
FLR	FLOOR/FLOORING	SVC	SERVICE
FXTR	FIXTURE		
		TEL	TELEPHONE
G	GROUND	TR	TAMPER RESISTANT
GC	GENERAL CONTRACTOR	TS	TRANSFER SWITCH
GD	GENERAL DUTY	TYP	TYPICAL
GEN	GENERATOR	TTB	TELEPHONE TERMINAL BOARD
GFI	GROUND FAULT INTERRUPT		
		UG	UNDERGROUND
HD	HEAVY DUTY	UL	UNDERWRITER'S LABORATORIES
HP	HORSEPOWER	UNO	UNLESS NOTED OTHERWISE
HT	HEIGHT		
HVAC	HEATING/VENTILATING/AIR CONDITIONING	V	VOLTS
		VA	VOLT - AMPERES
HW	HOT WATER	VSD	VARIABLE SPEED DRIVE
ID	INSIDE DIAMETER	W	WATTS
IG	ISOLATED GROUND	W/	WITH
IMT	INTERMEDIATE METAL	W/O	WITHOUT
		WP	WEATHER PROOF
J	JUNCTION BOX	WR	WEATHER RESISTANT
		WT	WEIGHT
KVA	KILOVOLT-AMPERES	WTR	WATER
KW	KILOWATTS	WW	WASTE WATER
KCMIL	THOUSAND CIRCULAR MILS		
		XFMR	TRANSFORMER

(3) *Exemptions.* The following uses shall be exempt to the extent listed below:

a. *Residential.* Single-family and multifamily dwellings up to two units shall not be subject to the requirements of this section.

b. *Street lights.* Street lights in any public ROW that meet the requirements of the appropriate public utility.

c. *Temporary lighting.* The temporary use of low wattage or low voltage lighting for public festivals, celebrations, and the observance of holidays are exempt from regulation except where they create a hazard or nuisance from glare.

d. *Landscape and accent lighting.* Landscape and accent lighting fixtures that comply with the Florida Building Code, Energy Conservation, 5th Edition, Section C4056, efficiency requirements shall be exempt. All exempt landscape and accent lighting fixtures must have a locking mechanism and a glare shield so that light is aimed, and remains aimed at the surface intended. Accent and landscape luminaries not exceeding 100 watts.

ELECTRICAL SHEET LIST

SHEET NUMBER	SHEET NAME
E0.01	ELECTRICAL SYMBOLS
E1.00	ELECTRICAL SITE PLAN
E1.01	PHOTOMETRICS A
E1.02	PHOTOMETRICS B
E6.00	LIGHTING DIAGRAMS

Location	Maximum Height	
	U/S Tier	Rural, Exurban and AGR Tiers
Buildings and Accessory Structures		
a. Buildings	25 feet or eave overhang, whichever is lower (unless required by the Florida Building Code)	
b. Accessory structures	10 feet	8 feet
Parking Lot		
a. Residential	20 feet	15 feet
b. Industrial	40 feet	-
c. Commercial, civic and institutional	30 feet, or equal to the height of the building up to a maximum of 40 feet	25 feet
Parking Structures		
a. Luminaires on top parking level.	20 feet or 25 feet (4)	15 feet
Property Boundary		
a. Luminaires within 100 feet of residential (2)	20 feet	15 feet
Specialty Lighting (3)		
a. Golf courses	Per IESNA Lighting Handbook	
b. Outdoor entertainment		
c. Parks		
Notes:		

1. For the purposes of this table, residential parcel shall include any residential use, or any vacant parcel with a residential land use designation.
2. The height of any lighting luminaire within 100 feet of a parcel with a residential use land use designation shall be limited in accordance with the height limitations of the adjacent residential land development district.
3. Applicable to outdoor recreation areas only, excluding areas such as parking lots, drive isles, pathways, building and landscape lighting.
4. Minimum setback shall be 45 feet from exterior edge of wall for all luminaries, except luminaries mounted to interior face of perimeter wall, which do not exceed the height of the perimeter wall.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALD BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

WGI, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
CERT. NO. 6091
CASEY SVEIVEN, PE NO. 90074

PALM SPRINGS, FL. ORDINANCES DESIGN CRITERIA

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	BY
1	8/20/21	COMMENT RESPONSE	ML
2	12/10/21	SITE PLAN REVISION	ML

CAD	JOB NO.	DRAWN BY	CHECK BY	DATE
	5581.00	ML	CS	

CASEY RYAN SVEIVEN
LICENSE
No. 90074
STATE OF FLORIDA
PROFESSIONAL ENGINEER

KIRK ROAD
VILLAGE OF PALM SPRINGS

ELECTRICAL SYMBOLS

SHEET:
E0.01

BELMONT

12-10-2021

SITE PLAN RENDERING

DRAWN BY: AE
CHECKED BY: JP

N

0′ 25′ 50′ 100′

SCALE: 1″ = 50′-0″

WGI

EXERCISE TRAIL

10’ LANDSCAPE BUFFER

EXISTING LARGE SHADE TREES

LANDSCAPE FOR SCREENING

LIFT STATION

EVENT LAWN

LANDSCAPE BUFFER

TOT LOT

15’ P.B.C.U.E

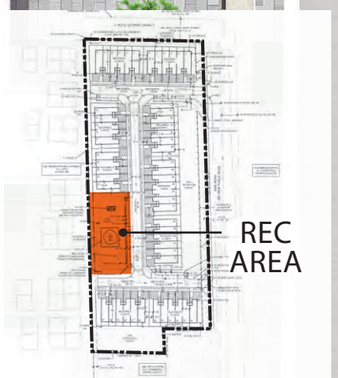
10’ U.E.

MAIL KIOSK

BENCHES UNDER CANOPY TREES

LANDSCAPE FOR SCREENING

PICNIC AREA WITH 2 TABLES



LOCATION MAP

Belmont | Palm Springs, Florida

06-11-2021

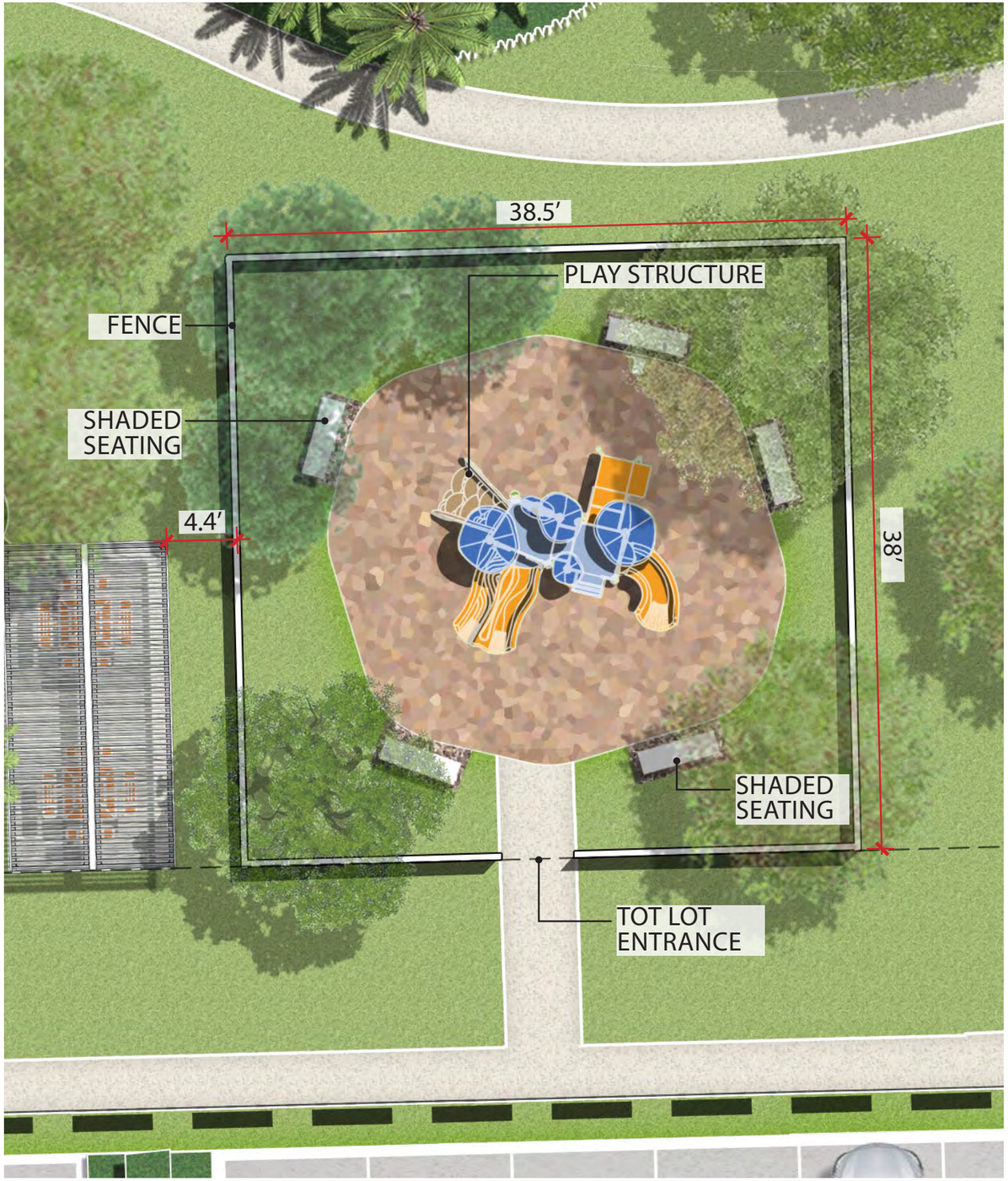
CONCEPTUAL SITE PLAN

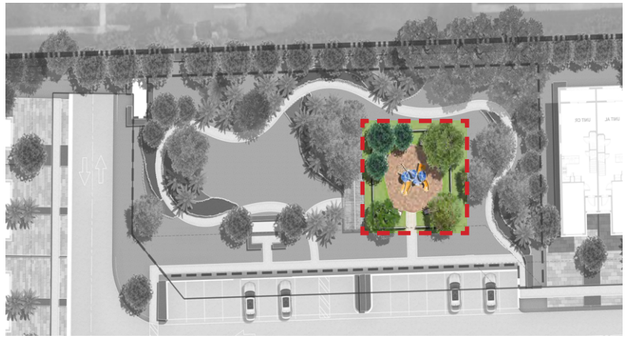
N

0’ 10’ 20’ 40’

SCALE: 1” = 20’-0”

WGI





TOT LOT LOCATION

MANUFACTURER:

PLAYWORLD

350-1736

Age 2-12

Belmont | Palm Springs, Florida

06-11-2021

TOT LOT PLAN

N

0′ 4′ 8′ 16′

SCALE: 1/8″ = 1′-0″

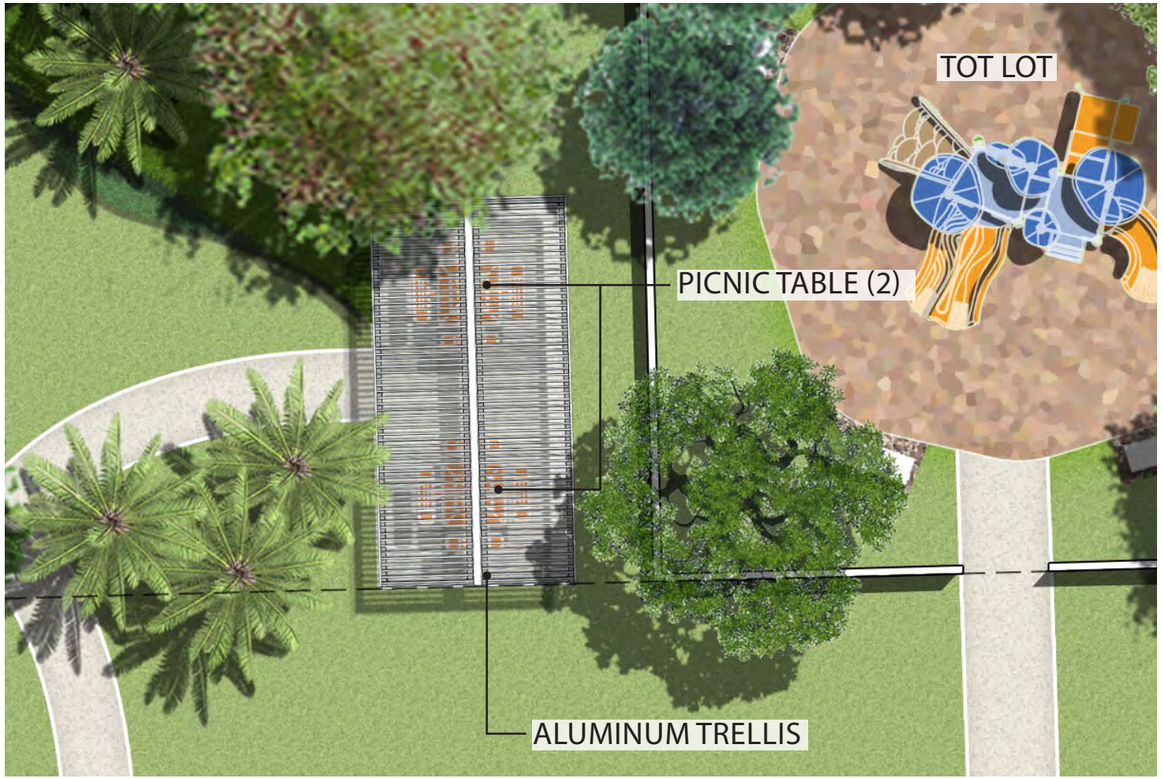
MANUFACTURER:

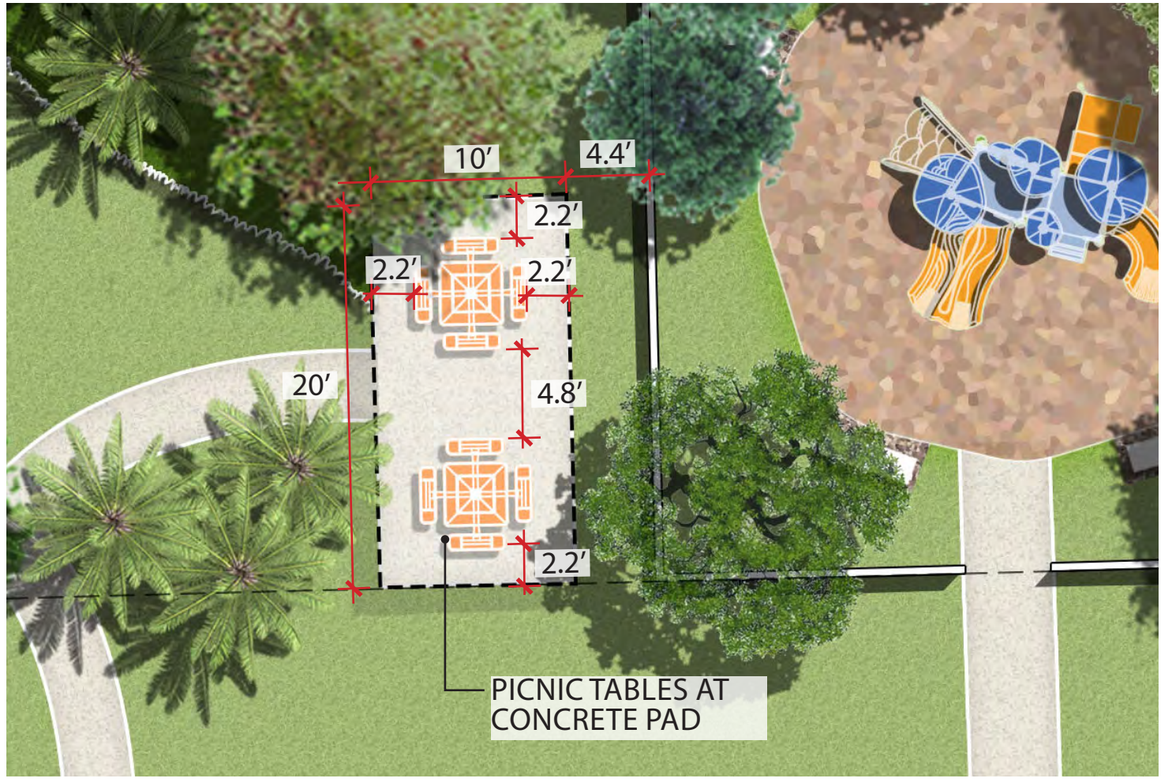
WABASH VALLEY

Model #: SG214D

Table Top Color: Charcoal
Leg Color: Black
Seat Color: Charcoal
Mount: Surface
Size: 40 in. Square
Pattern: Diamond
Total of Picnic: 2

PICNIC TRELLIS LOCATION





Belmont | Palm Springs, Florida

06-11-2021

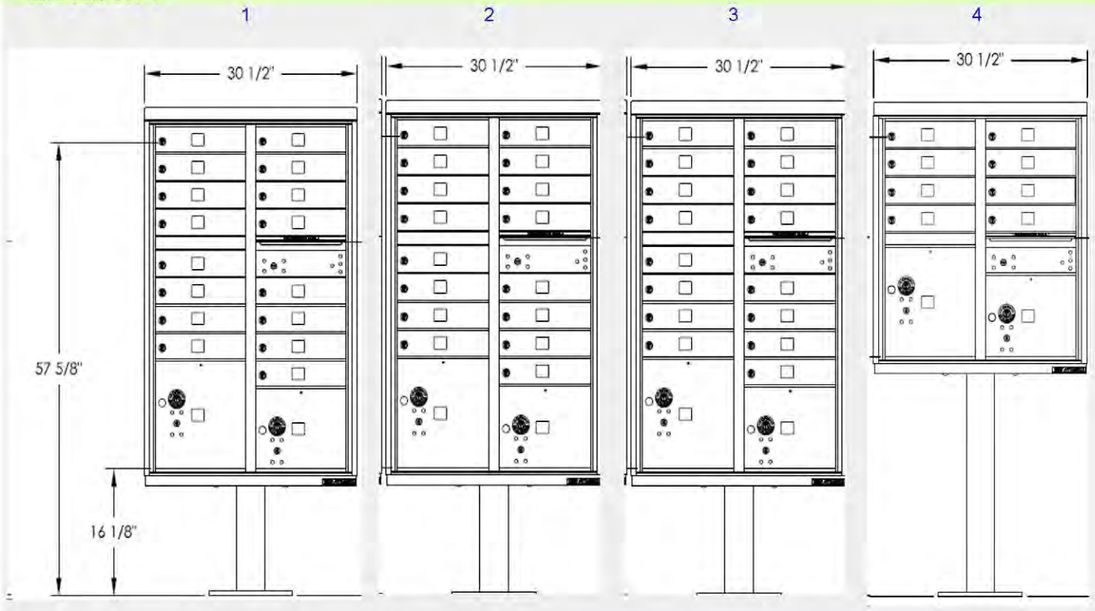
PICNIC TRELLIS PLAN AND FURNITURE SELECTION

N

0′ 4′ 8′ 16′

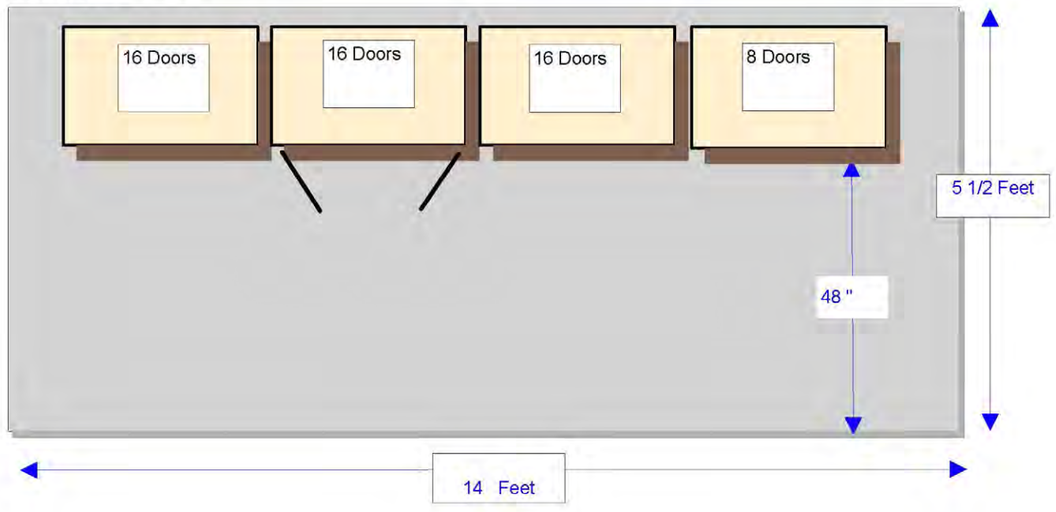
SCALE: 1/8″ = 1′-0″

Elevation 1



Prepared by: The Beautiful Mailbox Company
3 - 16 Door Units
1 - 8 Door Unit
TOTAL 56 Customer Doors

SUGGESTED SLAB LAYOUT



MAIL KIOSK LOCATION

TYPE III - 16 Door CBU

Type I - 8 Door CBU

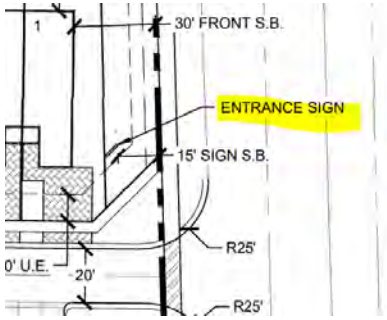
Express HOMES
A D.R. Horton Company

Belmont

West Palm Beach

ENTRY WALL

FRONT & REAR ELEVATION



STUCCO REVEALS

SW 7004
Snowbound

Natural Ledgestone Glacier White

Belmont · Kirk Road, West Palm Beach, FL 33406 · drhorton.com

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Express HOMES
A D.R. Horton Company

Belmont

West Palm Beach

COMMUNITY LOGO

Belmont

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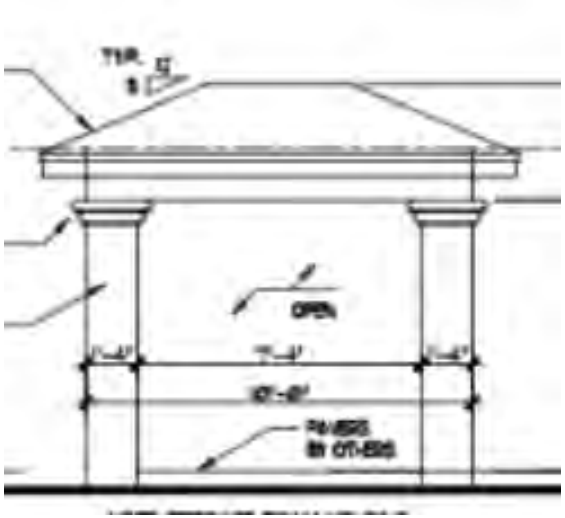
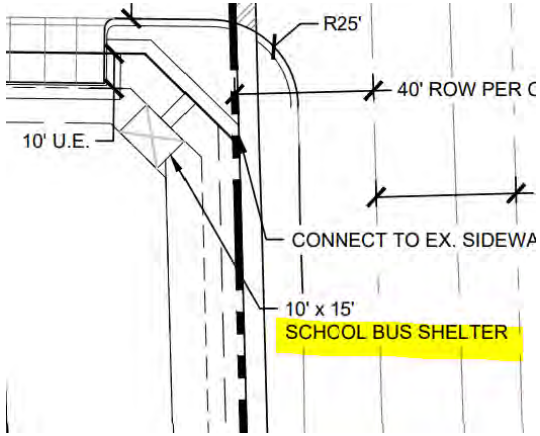
Belmont

West Palm Beach

SCHOOL BUS SHELTER





COLUMN

SW 7004
Snowbound

TRIM & FASCIA

SW 9165
Gossamer Veil

ROOF SHINGLE

COLOR HARVARD SLATE

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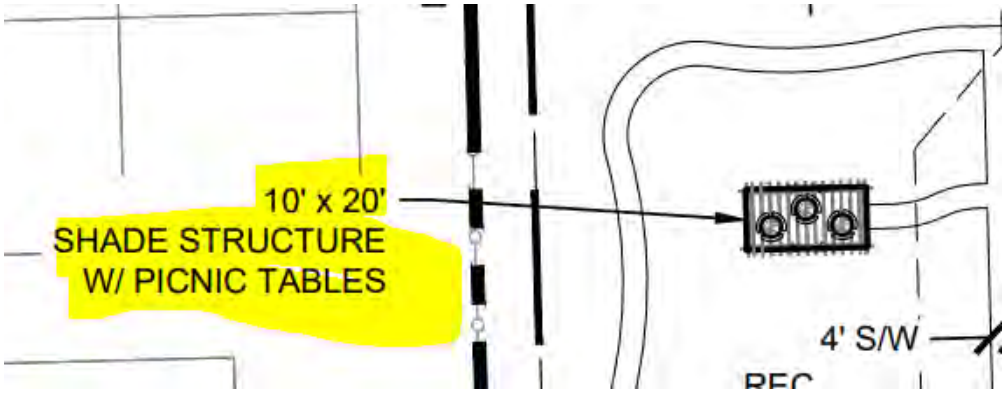
Belmont

West Palm Beach

Aluminum Trellis

- floor surface concrete



WABASH VALLEY

Model #: SG214D

Table Top Color: Charcoal
Leg Color: Black
Seat Color: Charcoal
Mount: Surface
Size: 40 in. Square
Pattern: Diamond
Total of Picnic: 3

D.R. Horton is equal housing opportunity builder. This map is a schematic for exhibition purposes only and does not represent the exact location or configuration of site features, lot lines, easements, amenities, units, buildings or details shown thereon. All home-site sizes are approximate and may vary. All information on this map, including availability and delivery dates is subject to change without notice or obligation. Florida Certified General Contractor #CGC059394

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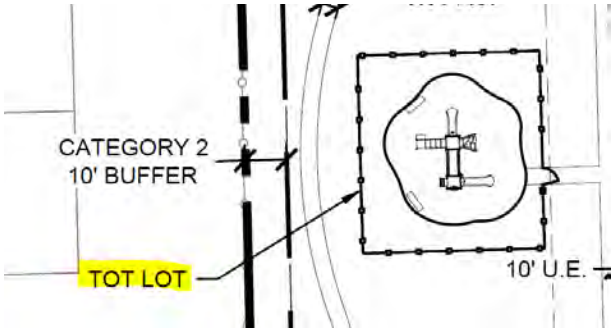
Express HOMES
A D.R. Horton Company

Belmont

West Palm Beach

Tot Lot

PLAYWORLD
The world needs play.



350-1736
Age 2-12

Belmont · Kirk Road, West Palm Beach, FL 33406 · drhorton.com

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Express HOMES
A D.R. Horton Company

Belmont

West Palm Beach

Aluminum Rail Style
Per Section

Aluminum rail along Kirk Rd., with gates for the Emergency Fire Access, and also a Pedestrian Gate at the south emergency access

Belmont · Kirk Road, West Palm Beach, FL 33406 · drhorton.com

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AHEAD

DOLLAR GENERAL
1679

Forest Hill
FOREST AIR

STOP
AHEAD

DISCHARGING
OR LOADING
PASSENGERS
FROM TRAVEL
LANES PROHIBITED
SCHOOL BUS
ONLY
RIGHT LANE
1-877-WINDOWS
STORM TIGHT
WINDOWS

STOP
SCHOOL BUS
ONLY
1-877-WINDOWS
STORM TIGHT WINDOWS
www.stormtightwindows.com
CRC046091

STOP
AHEAD

adidas

AHEAD

STOP
SCHOOL BUS
ONLY
RIGHT LANE

DISCHARGING
OR LOADING
PASSENGERS
FROM TRAVEL
LANES PROHIBITED

STOP

CFN 20170130372

OR BK 29015 PG 1789
RECORDED 04/13/2017 15:30:51
AMT 10.00
Doc Stamp 0.70
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 1789 - 1790; (2pgs)

Prepared by and return to:
GARY WALK, ESQ.

Ciklin Lubitz & O'Connell
515 North Flagler Drive 20th Floor
West Palm Beach, FL 33401
561-832-5900
File Number: **13556-55449**
Will Call No.: 69mmi

This Deed is a Certified Copy

[Space Above This Line For Recording Data]

This Special Warranty Deed is a transfer of unencumbered real property without consideration and as such is subject to minimum documentary stamp tax under Florida Statutes Section 201.02(1)(a) and Florida Administrative Code Section 12B-4.014(2).

Special Warranty Deed

This Special Warranty Deed made as of the 1st day of April, 2017 between **THE LUTHERAN CHURCH OF THE HOLY CROSS, WEST PALM BEACH, FLORIDA, INC., a Florida not for profit corporation** whose post office address is **1591 Kirk Road, West Palm Beach, FL 33406**, grantor, and **FINESTRA-HOLY CROSS, LLC, a Florida limited liability company** whose post office address is **5701 Swaying Palm Lane, Boynton Beach, FL 33437**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lot 2 of LUTHERAN CHURCH - KIRK ROAD according to the Plat thereof as recorded in Plat Book 117, Page 181 of the public records of Palm Beach County, Florida.

Parcel Identification Number: 70-42-44-12-39-000-0020

Subject to taxes for 2017 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Gary Walk

Witness Name: Marilynn M Ives

THE LUTHERAN CHURCH OF THE HOLY CROSS, WEST PALM BEACH, FLORIDA, INC., a Florida not for profit corporation

By: Robert Emch
ROBERT EMCH, President

(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 10 day of April, 2017 by ROBERT EMCH, President of THE LUTHERAN CHURCH OF THE HOLY CROSS, WEST PALM BEACH, FLORIDA, INC., a Florida not for profit corporation, on behalf of the corporation. He [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public, State of Florida at Large

My Commission Expires: _____

MARILYNN M. IVES
Notary Public - State of Florida
My Comm. Expires Apr 1, 2018
Commission # FF 074339
Bonded Through National Notary Assn.

This is not a certified copy

DoubleTime®

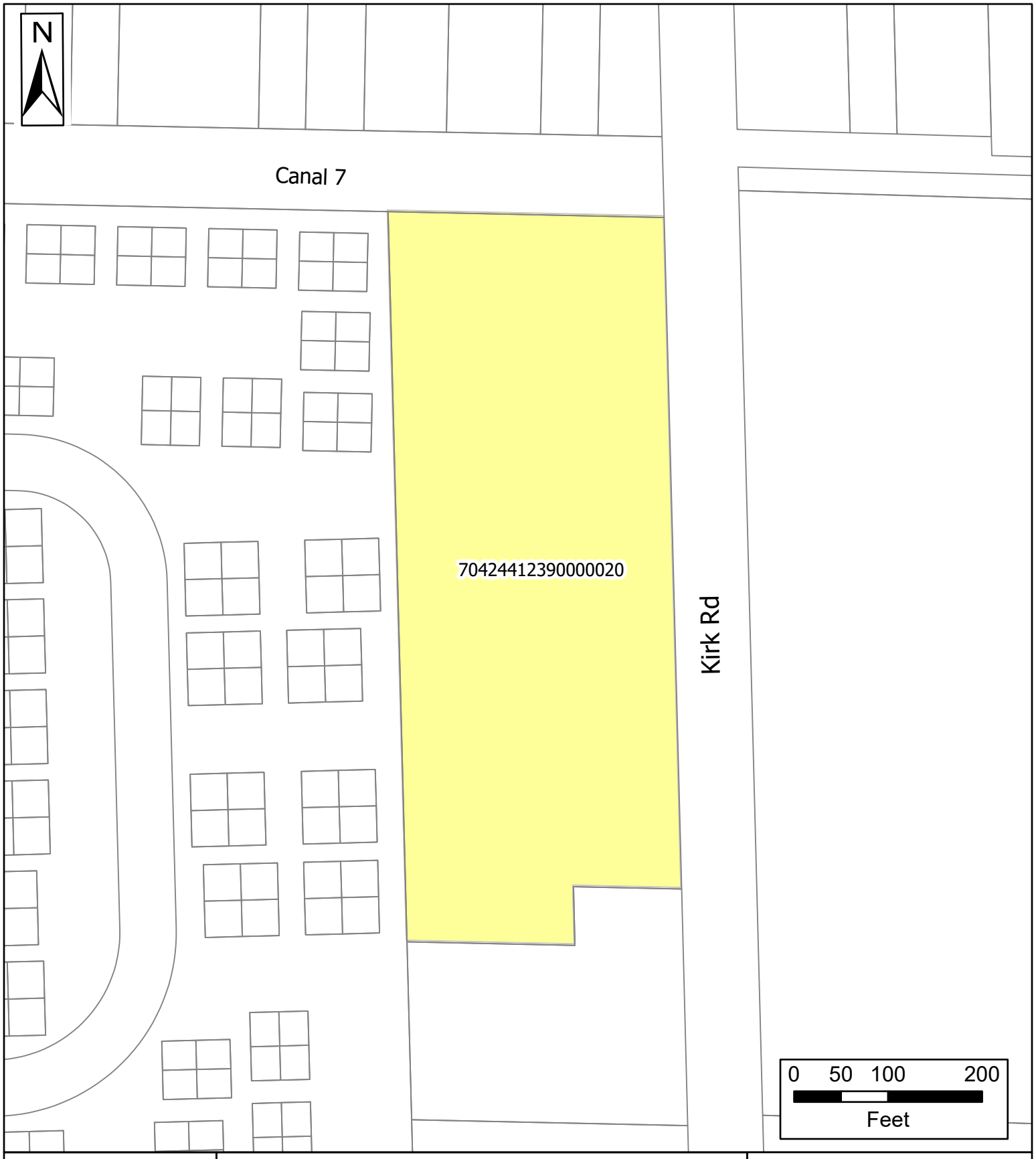
Village of Palm Springs

Kirk Road

Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose.The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



Village of Palm Springs

Kirk Road

Parcels

Property Boundary

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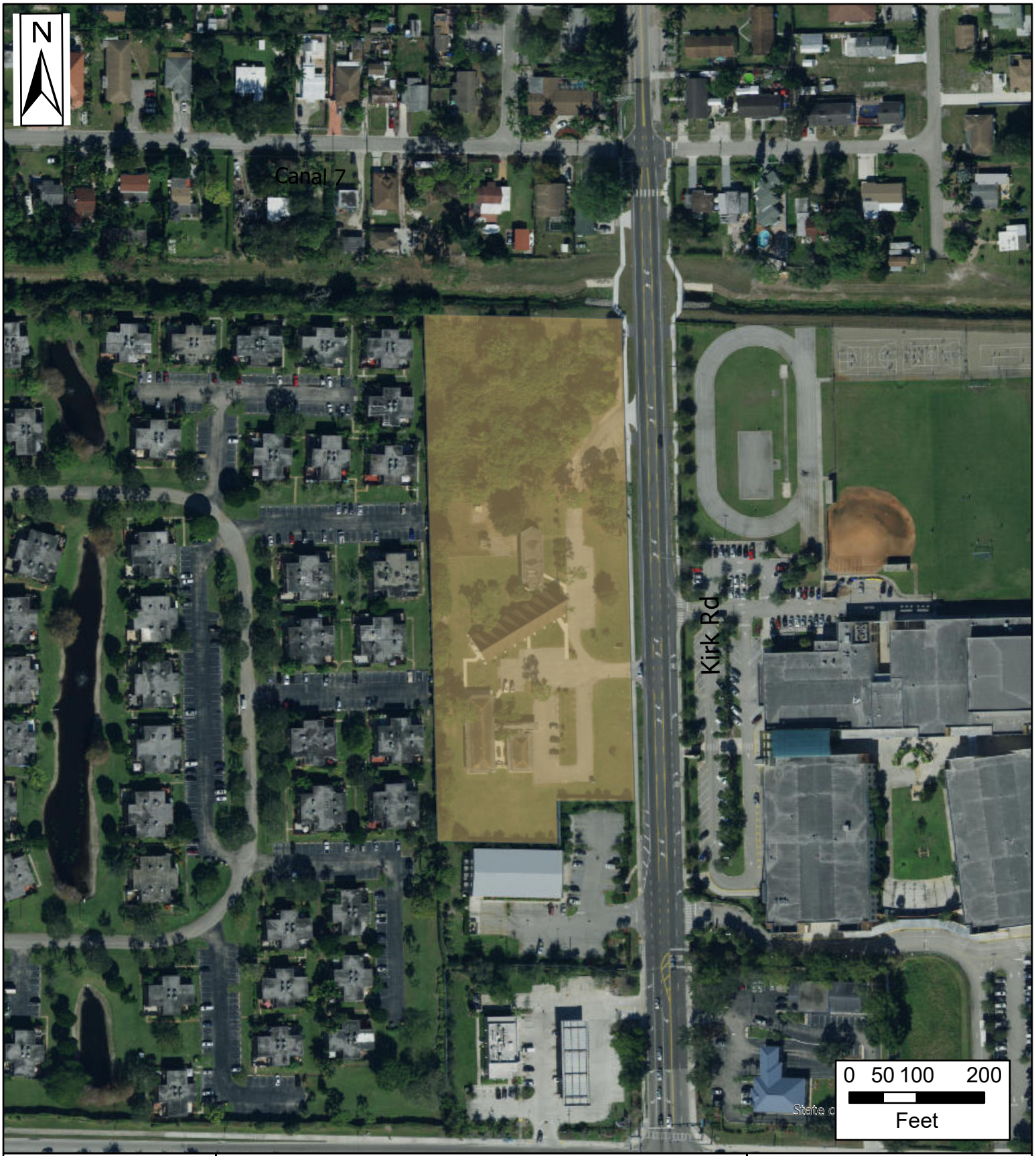
Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



Village of Palm Springs

Kirk Road

Medium Density Residential

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Data Source: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.

Village of Palm Springs

Executive Brief

AGENDA DATE: March 10, 2022

DEPARTMENT: Public Service

ITEM #22: Ordinance No. 2022-03 - Village Code Amendment - Chapter 78-45 - Utility Billing Adjustments *(First Reading)*

SUMMARY: The Utilities Department requests an amendment to the Village Code - Chapter 78, Section 78-45 Utility Billing Adjustments, to include an adjustment for excessive use caused by a concealed leak.

A concealed leak is an underground leak in the service line, sprinkler line, a leak inside the wall, or a leak under a building, that causes the monthly bill to exceed six (6) times the average monthly consumption based on the last twelve (12) months. In the event of a concealed leak, a residential customer may be eligible for a one-time adjustment of 100% of the excess consumption, one (1) time in a five (5) year period.

To receive excessive use caused by a concealed leak adjustment, the residential customer must meet the following criteria:

1. The customer must notify the Village of the apparent water loss on their property within one (1) business day of discovering the water loss, or five (5) business days following the customer's receipt of a water bill indicating inconsistent usage on their property, whichever is sooner.
2. The customer must take corrective action to end the loss of water within forty-eight (48) hours of discovering the water loss or receiving an unusually high water bill for their property, whichever occurs first. If no corrective action is feasible, the customer should request that the Village temporarily shut off the water to the property until the repairs are made.

Note: Refunds between $0 to $1,000.00 must have the approval of the Customer Relation Supervisor. Refunds greater than $1,000.00 and up to $7,500.00 must have the approval of the Utilities Director. Refunds greater than $7,500.00 must have the approval of the Utilities Director, Finance Director, and Village Manager.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Assistant Village Manager, Public Service Administrator, and the Customer Relation Supervisor.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on April 14, 2022.

FISCAL IMPACT:

The proposed amendment will not have a significant fiscal impact on the Village.

ATTACHMENTS:

1. Proposed Ordinance No. 2022-03 - Village Code Amendment - Utility Billing Adjustments

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, UTILITIES, ARTICLE II, WATER AND WASTEWATER SYSTEM, DIVISION 1, GENERALLY, SECTION 78-45, UTILITY BILLING ADJUSTMENT; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pursuant to Chapter 166 and Chapter 180, Florida Statutes, the Village of Palm Springs has the power to establish regulations for its water and wastewater system within the municipal boundaries and service area of its water and wastewater system; and,

WHEREAS, the Village desires to amend Chapter 78, Utilities, in order to make certain amendments to the regulations for its water and wastewater system concerning utility billing adjustments; and,

WHEREAS, the Village finds that the amendments set forth herein to the regulations for the Village water and wastewater system serve a valid public purpose.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption thereof.

Section 2. Chapter 78, Utilities, Article II, Water and Wastewater System, Division 1, Generally, Section 78-45, Utility Billing Adjustment, of the Code of Ordinances of the Village of Palm Springs, Florida, is hereby amended to read as follows (underlined language is added; strike-thru language is deleted):

Sec. 78-45. Utility billing adjustments.

Utility billing adjustments may be made through the issuance of credits under the circumstances described in subsections (a) through (f) below. The approval or denial of such credits shall be at the discretion of the Director of Utilities or his/her designee. All decisions of the Director or designee shall be final.

(a) *Adjustment for billing errors.* Customers shall be given credit if services were billed to the customer but not provided. Such credits will be limited to the current customer and shall not go back more than 12 months. When it is found that services have been provided to a customer but not billed, the customer shall be back billed, but for no more than twelve months; except for unauthorized connection, unauthorized use, or unauthorized tampering by the customer. In such instances back billing shall be from the date services were first provided but not billed to the current customer.

(b) *Adjustment for leaks at the meter.* Except as provided in subsection (f) below, excess water use due to a leak on the customer's side of the meter is the responsibility of the customer. The village will review each case and may apply a credit against the wastewater portion of the bill if the customer is able to present third party verification, such as a bill or letter from a state licensed plumber, that the leak existed and that the leak has been repaired. Credit shall be limited to the actual wastewater charge less the customer's

average wastewater charge. The customer shall not be responsible for leaks at or within three feet of the meter box if the meter has been changed out or repaired by the village within the preceding three months and the cause of the leak cannot reasonably be attributed to actions by the customer.

(c) *Filling residential swimming pools.* Customers may request an adjustment to their sewer bill by notifying the village prior to draining and refilling a residential swimming pool. Following notification, the village will adjust wastewater charges based on the customer's average usage. No adjustment shall be provided for water usage. This adjustment may be requested only one time in a rolling 12-month period.

(d) *Adjustment for damage due to acts of nature.* The village will grant customers an excessive use credit as described below if the customer can provide documentation, such as a copy of the insurance claim for water damage caused by a broken line, pictures of an uprooted tree, etc., resulting from acts of nature. This does not include broken lines resulting from root intrusion. An adjustment under this section may only be requested once in a rolling 12-month period.

(e) *Excessive use credit.* Except in cases where a credit is available under subsection (f) below, an excessive use credit will be provided by the village at the customer's request for customers meeting the following criteria:

(1) The actual meter reading for one monthly billing cycle is three or more times the average monthly usage for the prior calendar year for the customer at that service location (or in the event the service location has less than twelve months' history, the average use for the months available for the same customer); and

(2) The abnormally high use is not the result of an apparent or deliberate act of the customer such as pool filling, frequent use of sprinklers, or hoses left running; and

(3) The excessive use credit is limited to one credit within a three-year period on a specific account; and

(4) The billing in question has occurred within the past six months. The excessive use credit will be applied to all water commodity charges in excess of the customer's average usage. The customer is responsible for paying the full cost of his/her average usage plus the minimum rate per 1,000 gallons for all water used in excess of their average usage.

(f) *Excessive Use Caused By Concealed Leak*. A residential customer may be issued one credit adjustment in a five (5) year period, per property address, for excessive water use resulting from a concealed leak. A concealed leak is defined as an underground leak in the service line, underground leak in the sprinkler line, a leak inside a wall, or a leak under a building. Eligible customers may receive a

concealed leak adjustment of 100% of the excess consumption, if the monthly bill exceeds six (6) times the average monthly consumption based on the last twelve (12) months, provided that the following criteria are met:

(1) The customer must notify the Village of the apparent water loss on their property within one (1) business day of discovering the water loss, or five (5) business days following the customer's receipt of water bill indicating inconsistent usage on their property, whichever is sooner.

(2) The customer must take corrective action to end the water loss within forty-eight (48) hours of discovering the water loss or receiving an unusually high water bill for their property, whichever occurs first. All corrective action is subject to the customer obtaining applicable permits for the work to be performed. If no corrective action is feasible, the customer should request that the Village temporarily shut off the water to the property until such time as the repairs are made.

(f g) *Refunds.* Notwithstanding anything else provided in this section, the Village Manager, or designee, shall be allowed to issue refunds to water and wastewater customers of the village in the event there was an error on the part of the village resulting in an overcharge to the customer.

The authority of village staff to correct billing errors, make billing adjustments or issue refunds is as follows:

(1) Refunds between $0.00 to $1,000.00 must have the approval of the utility billing manager.

(2) Refunds greater than $1,000.00 and up $7,500.00 must have the approval of the Utilities Director.

(3) Refunds greater than $7,500.00 must be approved by the Utilities Director, Finance Director, and Village Manager.

Section 3. All local laws and ordinances in conflict with any provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

Section 5. This ordinance shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐

GARY READY, VICE MAYOR	□	□	□
DOUG GUNTHER, MAYOR PRO TEM	□	□	□
PATTI WALLER, 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, this ____ day of _____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY