



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JULY 11, 2024
6:30 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller □ Mayor Pro Tem Kim Schmitz
- Council Member Joni Brinkman □ Council Member Gary Ready

ADMINISTRATION

- Village Manager Michael Bornstein □ Village Attorney Christy Goddeau
- Village Clerk Kimberly Wynn

If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.

CALL TO ORDER

ROLL CALL

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)

1. **Resolution No. 2024-28 - Approve Statewide Mutual Aid Agreement (SMAA) -**

State of Florida - Division of Emergency Management (FDEM): Motion to approve Resolution No. 2024-28 for the Mayor to sign a new agreement with the FDEM, providing timely reimbursement of costs, technical assistance, and additional resources as needed in the event of a disaster. Expenses will be charged to the disaster account, and reimbursement from FEMA will be sought if the disaster is declared. FEMA typically covers 75% of eligible expenses, the state contributes 12.5%, and the Village is responsible for the remaining 12.5%. If the disaster is not declared, the Village will cover all expenses.

Staff: Kimberly Glas-Castro, Assistant Village Manager

2. **Resolution No. 2024-20 Amendment to the FY 2024 Fee Schedule:** Motion for the approval of Resolution No. 2024-20 to amend the FY 2024 Fee Schedule to amend the fees for Chapter 2, Division 2, of the Village Code to update the Schedule of Fees for various services, and, restating the fees for Division 2, Chapter 38 "Parks and Recreation Department" and the "Department of Public Safety".

Staff: Kimberly Wynn, Village Clerk

3. **Resolution No. 2024-29 - ITB #2024B-010 — Lakewood Road and Canal Road Solar Lighting Improvements Project (TO #337) - Public Works - (FY 2024 Budget Funded - CDBG Funds) - RMJ Maintenance, Inc.:** Motion to approve Resolution No. 2024-29 to award ITB #2024B-010 (TO #337) - Lakewood Road and Canal Road Solar Lighting Improvements Project to RMJ Maintenance, Inc. in the amount not to exceed \$205,100 as part of the FY 2024-Budget Funded and CDBG Funds Project. Funding for this project is available from CDBG grant funds in the amount of \$125,051 and the balance of \$80,049 is funded through General Funds.

Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director

4. **Resolution No. 2024-30 - ITB #2024B-008 — Davis Road Bridge Repairs at Canal 9 Project (TO#310) - Public Works - ARPA Funded - Titan Construction Management, Inc.:** Motion to approve Resolution No. 2024-30 to award ITB #2024B-008 (TO #310) - Davis Road Bridge Repairs at Canal 9 Project in the amount not to exceed \$298,820.10 to Titan Construction Management, Inc. for construction that consists of demolition, structural bridge repairs, guardrail, handrail and minor incidental work. Funding for this project is available from ARPA funds.

Staff: Timothy Crespo, Assistant Public Works Director, Felipe Lofaso, Public Works Director

5. **Cooperative Agreement for Replacement of Fitness Equipment and Installation of Other Accessories at Frost Lake Park (Task Order #357) - Parks and Recreation Department (FY 2024 Funded - General Fund) – Playcore Wisconsin, Inc. d/b/a GameTime:** Motion to approve a Cooperative Agreement with Playcore Wisconsin, Inc. d/b/a GameTime for an amount not to exceed \$47,719.83 for the replacement of fitness equipment and installation of

other accessories at Frost Lake Park. Funding to support this project is available from the Parks and Recreation Fund.

Staff: Juan Ruiz, Director of Parks and Recreation

6. **Professional Services Agreement for Grant Consultation Services - (FY 23-24 Budget Funded) - RMPK Funding, Inc.** Motion to approve a Professional Services Agreement with RMPK Funding, Inc., to provide assistance with grant writing and application services for the Village for an amount not to exceed \$50,000 per year for a term of three (3) years with two (2) one year automatic renewals. Funding to support this contract will be available within the fiscal operating budgets - General Fund and other Village Funds on an annual basis.

Staff: Juan Ruiz, Director of Parks and Recreation

7. **Work Authorization No. CD-U04.1 - Surficial Wellfield #13 Rehabilitation (Task Order No. 304)- Utilities Department (FY 2024 – Water & Sewer Enterprise Fund) – Centerline Drilling, Inc.** Motion to approve Work Authorization No. CD-U04.1 with Centerline Drilling to rehabilitate Surficial Well No. 13 for \$48,354.88 to improve water treatment plant flow, pressure, reliability, and meet regulatory requirements. Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities

8. **Resolution No. 2024-31 - ITB #2024B-009 — Main Water Treatment Plant LAB Renovation Project Award (Task Order No. 330) - Invitation to Bid (ITB No. 2024B-009) - Utilities Department (FY 2024 Budget Funded - Water & Sewer Enterprise Fund) – Creative Contracting Group.** Motion to approve Resolution No. 2024-31 to award ITB #2024B-009 (TO #330) - Main Water Treatment Plant LAB Renovation Project in the amount not to exceed \$259,300 to Creative Contracting Group. to update the A/C system, updating various spaces to maximize use, updating the facility restroom, updating the electrical system, new flooring, and a fresh coat of paint. Funding for this project is available from the Water and Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities

9. **Cooperative Purchasing - Solar Chloride (Solar Salt) Purchase Agreement Renewal - Utilities Department (FY 2024 Budget Funded) Morton Salt, Inc.** Motion for the approval of a renewal Agreement with Morton Salt, Inc with the City of Boca Raton as the Lead Agency for the Co-op for Solar Salt (Bulk) in the amount of \$174.62 per ton Delivery & Supply (Bid No. 2021-024 - May 31, 2021) The agreement is for an additional year. Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities

10. **Acceptance of Utility Easement Agreements - C.O. Taylor/Kirklane - Utilities**

Department - The School Board of Palm Beach County: Motion to approve two (2) easement agreements with the School Board of Palm Beach County for accepting a 50x70 foot utility easement and a 60x50 utility easement to accommodate the expansion and upgrade of the area surrounding Village Wells #13 and #14 at 4200 Purdy Lane.

Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities

End of Consent Agenda....

Motion	Second	Vote
--------	--------	------

PRESENTATIONS

REGULAR AGENDA

11. **2024 Florida League of Cities 98th Annual Conference Voting Delegate:**
Appointment of a voting delegate to attend the 98th Annual Florida League of Cities, Inc. Annual Conference on August 15-17, 2024, in Hollywood, Florida.
Staff: Kimberly Wynn, Village Clerk

Motion	Second	Vote
--------	--------	------

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

12. **(Second Reading) Ordinance No. 2024-05 - Village Code Amendment - Temporary Signs:** Motion to approve Ordinance No. 2024-05 to amend Chapter 34 of the Village of Palm Springs Code of Ordinances, "Land Development", Article IV, "Signs", Division 3, "Specifications", Section 34-324, "Temporary Signs" to clarify when temporary signage may be posted.
Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
--------	--------	------

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING

THURSDAY, JULY 25, 2024 @ 5:30 PM - BUDGET WORKSHOP

THURSDAY, JULY 25, 2024 @ 6:30 PM - VILLAGE COUNCIL REGULAR MEETING

(IMMEDIATELY FOLLOWING THE BUDGET WORKSHOP)

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8422



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Administration

ITEM #1: Resolution No. 2024-28 Approve Statewide Mutual Aid Agreement (SMAA) - State of Florida - Division of Emergency Management

SUMMARY: On March 14, 2019, the Village entered into a Statewide Mutual Aid Agreement (SMAA) with the State of Florida to assist during major or catastrophic disasters. The SMAA provides for timely reimbursement of costs, assistance with technical needs, provision of additional resources, etc.

The Florida Department of Emergency Management, however, is now requesting that all cities and counties throughout the state enter into a new, updated SMAA. The 2023 SMAA supersedes and replaces all previous iterations. Execution of a previous SMAA will not provide grandfathering - the new SMAA must be approved and executed in order to be eligible for mutual aid assistance through the State of Florida. The County, all municipalities, and most taxing districts within Palm Beach County, with emergency response capabilities, are signatories of the SMAA.

Note: The Emergency Management Act, Chapter 252, Florida Statutes, provides each local government of the State with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render the assistance.

The Agreement is for one (1) year and will be automatically renewed each year unless the Village provides written notice of termination.

The State of Florida prepared the proposed Agreement and reviewed it with the Village Attorney, the Assistant Village Manager, and the Police Chief.

FISCAL IMPACT:

In order to be eligible for emergency management assistance from the State or reimbursement for Village services or resources shared during an event, the Village must execute the new SMAA.

In the event of a disaster, expenses would be charged to the account established for the disaster and reimbursement from FEMA would be sought if it was a declared disaster. Typically, FEMA funds 75% of eligible expenses and the State contributes 12.5% leaving the Village responsible for the remaining 12.5%. The Village would cover all expenses if the disaster is not declared.

ATTACHMENTS:

1. Resolution 2024-28 FDEM Statewide Mutual Aid Agreement

2. Statewide Mutual Aid Agreement (2023) - State of Florida - Department of Emergency Management

RESOLUTION NO. 2024-28

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA EMERGENCY MANAGEMENT FOR STATEWIDE MUTUAL AID, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State.

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

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Agreement with the Florida Division of Emergency Management, a copy of which is attached hereto as “Exhibit A”, and which is incorporated herein by reference. Further authorizes the Mayor and Village Clerk to execute and deliver said Agreement to the Division of Emergency Management, along with a certified copy of this Resolution.

Section 2. This Resolution shall take effect immediately upon its passage.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY M. READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 11th day of July, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY "BEV" SMITH, MAYOR

ATTEST:

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
VILLAGE CLERK

VILLAGE OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

Village Attorney
By: _____



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Administration

ITEM #2: Resolution No. 2024-20 Amendment to the FY 2024 Fee Schedule (Amendment No, 1)

SUMMARY: Periodically, staff reviews the costs involved in meeting all the Village services that are delivered to the public. As these costs increase and/or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services to better address the actual impact on the Village's budget. Code Enforcement, Parks & Recreation, and the Police Department have requested an amendment to the schedule of fees.

FISCAL IMPACT:

The additional revenue received is expected to offset operating expenses and promote a clean and safe community.

ATTACHMENTS:

1. Resolution No. 2024-20 Amendment to the Fee Schedule
2. Exhibit A - Amendment to the Schedule of Fees

RESOLUTION No. 2024-20

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING DIVISION 2 “DEPARTMENT OF PUBLIC SAFETY”, DEPARTMENTS OF THE VILLAGE TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND RESTATING THE FEES FOR CHAPTER 2, DIVISION 2 “CODE ENFORCEMENT”, RESTATING THE FEES FOR CHAPTER 2 “ADMINISTRATION”, “VILLAGE CLERK/GENERAL GOVERNMENT”, CHAPTER 42 “LIBRARY”, AND CHAPTER 34 “PLANNING, AND ZONING”, CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS”, AND CHAPTER 38 “PARKS AND RECREATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to requests from Village Staff, the Village Council has determined there is a need to amend the Schedule of Fees for Public Safety Department and the Parks , and Recreation Department, and to restate the remaining fee schedule for Administration, Traffic and Vehicles, Planning and Zoning and the Buildings and Building Regulations Departments and Public Service adopted by Resolution No. 2023-26 on June 8, 2023; and

WHEREAS, Chapter 2 (Administration), Chapter 10 (Buildings and Building Regulations), Chapter 34 (Planning and Zoning), Chapter 38 (Parks and Recreation), Chapter 42 (Library), Chapter 62 (Solid Waste) and Chapter 74 (Traffic and Vehicles) of the Code of Ordinances of the Village of Palm Springs, Florida, all authorize the Village Council, from time to time, to amend or establish, by Resolution, the Schedule of Fees for the department within the Village.

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

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the fee schedule for Chapter 2 “Administration” “Village Clerk/General Government”, Division 2 “Department Of Public Safety”, Chapter 38 “Parks and Recreation”, and restates in its entirety the fee structures for Administration, Village Clerk/General Government, Public Safety Department, Library, Public Service/Solid Waste, Traffic and Vehicles, Planning and Zoning and the Buildings and Building Regulations Departments, all as described in “**Exhibit A**” attached

Resolution No. 2024-20 Amend Fee Schedule

hereto and incorporated herein by reference. The Village Clerk is directed to add and/or amend these fees to the Schedule of Fees on file in the Clerk’s Office.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
MAYOR, BEV SMITH	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 11th day of July, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Appendix A				
Schedule of Fees	Proposed Resolution No. 2023-26	Proposed Res No. 2024-20	Revenue Account	Account Title
Village Clerk/General Government				
Lien Search Fee	\$ 150.00		01003-34140	Certification, Copies, Rec Search
Lien Search Update (unlimited allowed within 30-days of original search)	no charge			Certification, Copies, Rec Search
Lien Search for Multiple Units with more than 10 units per Parcel Control Number	\$ 45.00/ea unit		01003-34140	Certification, Copies, Rec Search
Digital Image / Video on USB Flash Drive	8 GB \$9.00* 16 GB \$11.00* 32 GB \$15.00 64GB \$25.00* 128GB \$30.00* 256GB \$95 00*		01003-34140	Certification, Copies, Rec Search
Copies requested for public record search per Florida Statutes - Letter	\$ 0.15		01003-34140	Certification, Copies, Rec Search
Copies requested for public record search per Florida Statutes - Legal	\$ 0.20		01003-34140	Certification, Copies, Rec Search
Certifications	\$ 1.00		01003-34140	Certification, Copies, Rec Search
Bounced Check Fee - Utilities per F.S. 68.065(3)	min. \$25.00		41003-36990	Other Miscellaneous Rev
Bounced Check Fee- Other per F.S. 68.065(3)	min. \$25.00		01003-36990	Other Miscellaneous Rev
Release of Lien - Administrative Fee	\$ 350.00		01003-35400	Violations of Local Ordinances
Partial Release of Lien - Administrative Fee	\$ 40.00		01003-35400	Violations of Local Ordinances
Library				
Late fines per day all items except videos and DVD's	\$ 0.10		01003-35200	Library Fines
Late fines per day videos and DVD's	\$ 0.50		01003-35200	Library Fines
Printing pages from public access computers - Black - per page including paper	\$ 0.25		01003-34140	Certification, Copies, Rec Search
Printing pages from public access computers - Color - per page including paper	\$ 0.50		01003-34140	Certification, Copies, Rec Search
Damaged Library items are replaced at cost	item cost		01003-36990	Other Miscellaneous Rev
Non-Resident Library Cards (> 6 months)	\$ 40.00		01003-34727	Library Nonresident Fee
Non-Resident Library Cards (12 months)	\$ 75.00		01003-34727	Library Nonresident Fee
Meeting Room (30 banquet/50 theatre) Weekday per hour	\$ 50.00		01003-34759	Room Rentals
Meeting Room (30 banquet/50 theatre) Weekend per hour	\$ 75.00		01003-34759	Room Rentals
Rental Security/Damage Deposit Required (Refunded if facilities are clean and undamaged)	\$ 200.00		01000-22000	Deposits
Room Set-up/break-down Fee	\$ 10.00		01003-34759	Room Rentals
Police				
Copy of Police Report	\$ 0.15		01003-34140	Certification, Copies, Rec Search
Copy of Police Report-two sided	\$ 0.20		01003-34140	Certification, Copies, Rec Search
Copy of Accident/Crash Report	\$ 2.00		01003-34140	Certification, Copies, Rec Search
Digital Image / Video on USB Flash Drive	8 GB \$9.00* 16 GB \$11.00* 32 GB \$15.00 64GB \$25.00* 128GB \$30.00* 256GB \$95 00*		01003-34140	Certification, Copies, Rec Search
Hourly Labor Charge for Records Clerk after first 15 minutes	Hourly Rate of Records Clerk		01003-34140	Certification, Copies, Rec Search
Parking tickets	\$ 25.00		01003-35400	Violations of Local Ordinances
Handicap Parking Tickets	\$ 250.00		01003-35400	Violations of Local Ordinances
Extra Duty Detail (per hour 3-hour min.)	\$ 55.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Supervisor - Details Requiring 4 or more Officers (per hour 3-hour min.)	\$ 60.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs (per hour 3-hour min.)	\$ 65.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs - Supervisor - Details Requiring 4 or more Officers (per hour - 3 hour min.)	\$ 75.00		01003-34210	PSPD Outside Detail
Extra Duty Detail - Holiday/Special Event/Night CI (per hour -3 hour min.)	\$ 65.00		01003-34210	PSPD Outside Detail
Extra Duty Detail with less than 24 hour notice (per hour 2-hour min/per officer assigned.)	\$ 70.00		01003-34210	PSPD Outside Detail

Extra Duty Detail cancelled w/less than 48 hour notice (2 hour min/officer assigned.)	\$ 110.00 / \$130.00		01003-34210	PSPD Outside Detail
Extra Duty Detail cancelled w/no notice before the start of detail (3-hour min/officer assigned.)	\$ 165.00 / \$195.00		01003-34210	PSPD Outside Detail
Extra Duty Detail scheduled for 4 hours or less and cancelled after the start of detail (2-hour min/officer assigned.)	\$ 110.00 / \$130.00		01003-34210	PSPD Outside Detail
Extra Duty Detail scheduled for over 4 hours & cancelled after the start of detail (4-hour min/officer assigned.)	\$ 220.00 / \$260.00		01003-34210	PSPD Outside Detail
Extra Duty Detail Late Payment Fee - Unpaid Detail Invoice over 60 Days	\$ 250.00		01003-34210	PSPD Outside Detail
Extra Duty Detail Late Payment Fee - Unpaid Invoice Every 30 Days after Initial 60-Day Period	\$ 250.00		01003-34210	PSPD Outside Detail
Non-resident fingerprinting service	\$ 15.00		01003-34211	Fingerprint services
Police Response to Meter Shut-Off	\$ 50.00		01003-36990	Miscellaneous Revenue
Traffic Counts & Analysis	\$ 500.00		01003-34120	Planning, Bldg & Zoning Fee
**All Extra Duty Detail rates are based on a per hour basis for all officers assigned				
Code Enforcement and Nuisance Abatement Administrative Costs and Fees				
Code Enforcement Stipulation Agreement	\$95 + cost recovery of legal fees		01003-35400	Violations of Local Ordinances
Code Enforcement Standard Administrative Fee (minimum fee)	Varies per case		01003-35400	Violations of Local Ordinances
Code Enforcement Violations and Fines for Code Citations				
Code Enforcement Abatement Hearing Application Fee/ Special Magistrate (Non-Refundable)	\$ 250.00		01003-35400	Violations of Local Ordinances
Code Enforcement Fine Reduction Application Fee/ Village Manager (Non-Refundable)	\$ 250.00		01003-35400	Violations of Local Ordinances
Code Enforcement Re-Inspection Fee	\$ 30.00		01003-35400	Violations of Local Ordinances
Code Enforcement Inspector (per hour)	\$ 35.00		01003-35400	Violations of Local Ordinances
Code Enforcement Inspector Utilities/Permits (per hour)	\$ 35.00		01003-35400	Violations of Local Ordinances
Code Enforcement Building Inspector (per hour)	\$ 60 or hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Planner Director (per hour)	\$ 70.00		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Planner (per hour)	\$ 35.00		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Permit Tech (per hour)	\$ 25.00		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development GIS Tech (per hour)	hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Administrative Assistant (per hour)	\$ 39.00		01003-35400	Violations of Local Ordinances
Code Enforcement Private Inspector (minimum 3 hours)	hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Professional Consultant (arborist, structural engineer, etc.)	hourly fee per contractual agreement		01003-35400	Violations of Local Ordinances
Code Enforcement Village Attorney (minimum hearing fee)	\$ 34.00		01003-35400	Violations of Local Ordinances
Code Enforcement Police Officer - Court Costs	\$ 41.00		01003-35400	Violations of Local Ordinances
Code Enforcement Police Corporal – Court Costs	\$ 43.00		01003-35400	Violations of Local Ordinances
Code Enforcement Police Sergeant - Court Costs	\$ 46.00		01003-35400	Violations of Local Ordinances
Inspection Photograph Fee (per photo)	\$ 5.00		01003-35400	Violations of Local Ordinances
Service/Subpoena Fees	actual costs		01003-35400	Violations of Local Ordinances
Postage	actual costs		01003-35400	Violations of Local Ordinances
Code Enforcement Violations and Fines for Code Citations				
Oil and Grease Management Program Violation Fine - 1st offense	\$100.00		01003-35401	Code Citations
Oil and Grease Management Program Violation Fine - 2nd offense	\$200.00		01003-35401	Code Citations
Oil & Grease Management Program Violation Fine - 3rd offense and any subsequent offense	\$400.00		01003-35401	Code Citations
Irrigation Water Restriction Violation Fine - 1st offense	may be a written warning, or \$50.00		01003-35401	Code Citations
Irrigation Water Restriction Violation Fine - 2nd offense	\$ 150.00		01003-35401	Code Citations
Irrigation Water Restriction Violation Fine - 3rd offense and any subsequent offense	\$ 250.00		01003-35401	Code Citations
Overgrown Residential Lot (days to comply - 10)	\$ 25.00		01003-35401	Code Citations
Overgrown Commercial Lot (days to comply - 10)	\$ 125.00		01003-35401	Code Citations
Overgrown Vacant Residential Lot (days to comply - 10)	\$ 75.00		01003-35401	Code Citations
Tree Removal without Permit (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of \$1,500/tree fine, plus replacement or replacement value of tree/vegetation per Sec. 34-224		01003-35401	Code Citations

Improper Tree Pruning (topping, overlifting, lion-tailing and hatracking)(over-pruned palms) (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of \$1,500/tree		01003-35401	Code Citations
Trash, Debris and Vermin (days to comply - 10)	\$ 100.00		01003-35401	Code Citations
Missing or broken fence, wall or gate with swimming pool (days to comply - 5)	\$ 250.00		01003-35401	Code Citations
Missing or broken fence, wall or gate no swimming pool (days to comply - 5)	\$ 25.00		01003-35401	Code Citations
Unsafe or dangerous building or structure (days to comply - 14)	\$ 250.00		01003-35401	Code Citations
Illegal canopy or belvedere (days to comply - 14)	\$ 50.00		01003-35401	Code Citations
Stagnant water - cloudy or opaque water (days to comply - 5)	\$ 250.00		01003-35401	Code Citations
Missing or broken fascia, siding, or paint (days to comply - 30)	\$ 100.00		01003-35401	Code Citations
Prohibited vehicle in residential district (days to comply - 5)	\$ 50.00		01003-35401	Code Citations
Parking in single family district (days to comply - 5)	\$ 50.00		01003-35401	Code Citations
Parking - commercial vehicles (days to comply - 5)	\$ 100.00		01003-35401	Code Citations
Parking over/on a public sidewalk (immediate compliance required) - First Offense	\$ 25.00		01003-35401	Code Citations
Parking over/on a public sidewalk (immediate compliance required) - Second Offense	\$ 50.00		01003-35401	Code Citations
Parking over/on a public sidewalk (immediate compliance required) - Third and Subsequent Offense	\$ 100.00		01003-35401	Code Citations
Maintenance of swale areas (days to comply - 10)	\$ 75.00		01003-35401	Code Citations
Damaged signs (days to comply - 30)	\$ 50.00		01003-35401	Code Citations
Unsafe damaged signs (days to comply - 10)	\$ 100.00		01003-35401	Code Citations
Prohibited Uses - Residential Single Family (days to comply - 5)	\$ 175.00		01003-35401	Code Citations
Failure to obtain building permit (days to comply - 10)	Varies per case		01003-35401	Code Citations
Code Enforcement Violations and Fines for Code Citations (continued)				
Permits for Residential Rental Units (days to comply - 5)	\$ 50.00		01003-35401	Code Citations
Noise ordinance violation (immediate compliance required)	\$ 50.00		01003-35401	Code Citations
Violation of Noise and/or Vibration Ordinance - First Offence	\$ 75.00		01003-35401	Code Citations
Appendix A				
Code Enforcement Violations and Fines for Code Citations				
Violation of Noise and/or Vibration Ordinance - Second Offense	\$ 150.00		01003-35401	Code Citations
Violation of Noise and/or Vibration Ordinance	\$ 250.00		01003-35401	Code Citations
Hazardous material/waste (days to comply 5 to 30)	\$ 250.00		01003-35401	Code Citations
Failure to maintain driveway (days to comply - 30)	\$ 25.00		01003-35401	Code Citations
Failure to maintain exterior of property (Sec. 10-8)	\$ 100.00		01003-35401	Code Citations
Failure to maintain exterior of structure or improvements (Sec. 10-7)	\$ 100.00		01003-35401	Code Citations
Failure to maintain basic occupancy requirements (Sec 10-6) (immediate compliance required)	\$ 100.00		01003-35401	Code Citations
Failure to maintan occupancy limitation (Sec. 10-5) (immediate compliance required)	\$ 100.00		01003-35401	Code Citations
Failure to utilize franchisee for construction dumpster (Sec. 62-40) (immediate compliance required)	\$ 100.00		01003-35401	Code Citations
Overloading commercial dumpster or creating health hazard (Sec 62-42) (Immediate compliance required)	50.00 per offense \$		01003-35401	Code Citations
Failure to remove vegetative waste by professionals (Sec. 62-44) (immediate complaince required)	\$ 50.00 per offense		01003-35401	Code Citations
Local Business Tax Receipt required (days to comply - 5)	Up to \$250 / offense per Chapter 205, F.S.		01003-35400	Violations of Local Ordinances
Life Safety violation (usually requiring immediate compliance)	Varies per case		01003-35401	Code Citations
Irreparable or irreversible violation (compliance may vary. Fee is not to exceed)	\$ 5,000.00		01003-35400	Violations of Local Ordinances
Repeat Violation (compliance will vary depending on the violation. Fee not to exceed)	\$ 500.00		01003-35400	Violations of Local Ordinances
Improper placement of approved bulk trash for collection:				
1st Offense	\$ 25.00		01003-35401	Code Citations
2nd Offense	\$ 50.00		01003-35401	Code Citations
3rd Offense or repeat offenses	\$ 100.00		01003-35401	Code Citations
Planning, Zoning & Building - Permit, Development Application & Special Fees				
Permit Fees				
A permit fee shall be calculated by using the appropriate formula in Exhibit B (Tables 1.1 and 1.2)	\$75 minimum -- see fee calculation in Exhibit B (Deposit of 30% of est. value of construction / demolition)		01003-32200	Building Permits

Plan Review and Permit Processing Fees				
Plan Review	10% of the estimated permit fee or \$100 minimum.; whichever is greater. Third rejection of plans for the same comment shall incur a fee of four (4) times the plan review portion of the permit fee. Florida State Statues SS 553.80(2)(b)		01003-34122	Building Permits
Minor Revision / post-permit	\$25 plus \$10 per sheet		01003-32200 01003-34122	Building Permits + Building Plan Review Fees
Major Revision / pre-permit	\$75 plus \$10 per sheet		01003-32200 01003-34122	Building Permits + Building Plan Review Fees
Major Revision / post-permit	\$75 plus \$10 per sheet		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Minor Revision / pre-permit	\$25 plus \$10 per sheet		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Revalidation / No Revisions	30% of original permit fee, but not less than \$75.00		01003-32200	Building Permits
Special or Emergency or Expedited Plan Review	2 1/2 times original plan review fee (see above) or Cost Recovery plus Administrative Fees (per submittal/revision) if conducted by retained professional, at determination of PZ&B Director		01003-36990	Building Plan Review Fee + Misc. Revenue
Planning, Zoning, & Building Department				
Refund of Permit Fees	20% of deposit, less plan review and revision fees, prior to permit issuance; 50% of permit fees paid in full, less plan review and revision fees, prior to permit issuance; There will be no refund of fees after construction begins, application expires, or permit expires.		01003-32200	Building Permits
Change of Contractor/Owner (No Plan Review Required)	\$ 50.00		01003-32200	Building Permits
Change of Contractor/Owner (Plan Review Required)	\$50.00 + Revision-cost		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Duplicate Plans	\$10 per sheet , or actual cost incurred if copying outsourced + \$25 administrative fee		01003-34140 + 01003-36990	Certif Copies Record Search + Misc. Revenue
Replacement Permit Card	\$30.00 each + \$20.00 administrative cost		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
Replace of Certificate of Occupancy	\$30.00 each + \$20.00 administrative cost		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
Stocking / Training "Permit"	\$ 200.00		01003-32200	Building Permits
Certificate of Occupancy	Close-Out Package Review Fees: 5 business days = no charge ; Expedited Review = \$150 per CO flat fee or cost recovery based on staff overtime rates at determination of PZB Director		01003-32200	Building Permits
Temporary or Conditional Certificate of Occupancy	Base Fees: Single Family or Duplex = \$200.00 Commercial or Multi-Family = \$500.00 + \$50.00/per condition. Close-Out Package Review Fees: 5 business days = free; Expedited Review = \$150 per TCO flat fee or cost recovery based on staff overtime rates at determination of PZB Director		01003-32200	Building Permits
Extension of Temporary Conditional Certificate or Temporary Certificate of Occupancy	\$ 200.00		01003-32200	Building Permits
Administrative fee on Building Permits	\$ 75.00		01003-36990	Building Permits
Type of Inspection				
First Re-inspection	\$ -		01003-34205	Protective Inspection Fee
Second Re-inspection	\$ 100.00		01003-34205	Protective Inspection Fee
Thirld Re-inspection and subsequent (same type)	\$ 200.00		01003-34205	Protective Inspection Fee
Courtesy Inspection, not related to a permit	\$75.00 or actual costs via cost recovery		01003-34205	Protective Inspection Fee

Miscellaneous or Emergency (same day), or Special Inspection	\$100 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays		01003-34205	Protective Inspection Fee
Building Official Inspection/Services	\$150 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays		01003-34205	Protective Inspection Fee
Expedited or Special Assignment Inspections	Actual costs via cost recovery plus administrative fee of \$25/ inspection day		01003-34205 + 01003-36990	Protective Inspection Fee + Misc. Revenue
Review of Private Provider Reports/Certifications (for plans review, testing, inspections, etc.)	\$75 or actual costs via cost recovery plus administrative fee (per submittal)		01003-34205 + 01003-36990	Protective Inspection Fee + Misc. Revenue
Fees for Fire Inspections, including annual inspections by Fire Marshall are set by Palm Beach County Fire Rescue. In the event that the Village conducts the inspections, the following are applicable:				
First Re-inspection (Fire inspector)	\$ -		01003-34205	Protective Inspection Fee
Second Re-inspection (same type)	\$ 100.00		01003-34205	Protective Inspection Fee
Third Re-inspection and subsequent (same type)	\$ 200.00		01003-34205	Protective Inspection Fee
Appeal of Building Officials Determination	\$ 350.00		01003-34120	Planning Building & Zoning Fee
Cost Recovery: Actual costs of professional services, per Village contractual agreements, including building plans review, building inspections, Building Official services, structural engineer, civil engineer, etc.	Actual costs via cost recovery plus administrative fee		99003-36993 + 01003-36990	Suspense, further credit to actual expenditure + Misc. Revenue
Special Fees				
Minor Permit - Residential Fence (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Planning, Zoning, & Building				
Minor Permit - Residential Water Heater Replacement (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Minor Permit - Residential A/C Change-Out (Base Permit Fee & Plan Review Fee - No Sub Permits)	\$ 100.00		01003-32200 + 01003-34122	Building Permits + Building Plan Review Fees
Permit - Pod or Dumpster	\$ 60.00		01003-32200	Building Permits
Garage Sales Permit	\$ 1.00		01003-32900	Garage Sale Permits
Commercial Outdoor Sales Permit (except tax exempt organizations)	\$ 50.00		01003-32900	Garage Sale Permits
Special Event Permit (except tax exempt organizations)	\$50, plus \$80/inspection, if required		01003-32900 + 01003-34205	Garage Sale Permits + Protective Inspection Fee
Appeal of Denial of Special Event Permit	\$ 50.00		01003-32900	Garage Sale Permits
Antenna	Same as miscellaneous improvements -Table 1.1		01003-32200	Building Permits
Tree Removal Permit (multi-family and commercial) per tree	\$ 50.00		01003-34120	Planning, Zoning & Building Fee
Foreclosure / Vacant and Unimproved Property Registration	\$200.00		01003-34120	Planning, Zoning & Building Fee
Change of Address	\$ 50.00		01003-34120	Planning, Zoning & Building Fee
Professional Fees (actual cost plus \$75 administrative fee)	Actual Cost + Admin Fee (per application submittal, revision, invoice)		01003-34120 + 01003-36990	Planning, Zoning & Building Fee + Misc. Revenue
Administrative fee for cost recovery	\$ 75.00		01003-36990	Misc. Revenue
Zoning Confirmation Letter	\$50 + \$25/hour Admin Fee for research over 1 hour		01003-34120 + 01003-36990	Planning, Zoning & Building Fee + Misc. Revenue
Zoning / Landscape Compliance Inspection (per visit)	\$ 50.00		01003-34120	Planning, Zoning & Building Fee
Public Notice Signs (per sign)	\$ 10.00		01003-34120	Planning, Zoning & Building Fee
Right-of-Ways Fees				
On-Site Drainage Review for commercial site drainage	Actual Cost + Admin Cost + Eng. (Escrow)		01003-32200 + 01003-	Building Permits + Misc. Revenue
Per dwelling unit for residential site drainage	Actual Cost + Admin Cost + Eng. (Escrow)		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
Right-of-Way Construction and Landscaping Review	Actual Cost + Admin Cost + Eng. (Escrow)		01003-32200 + 01003-36990	Building Permits + Misc. Revenue
R/W Permit Inspection Fee	\$80/inspection + Eng Escrow, if applicable			
Installation of gravity sanitary & storm sewer including appurtenant manholes or catch basins:			01003-32200	Building Permits
(a) First 200 lineal feet or less	\$ 40.00		01003-32200	Building Permits
(b) Next 400 lineal feet or fraction thereof	\$ 35.00		01003-32200	Building Permits

(c) Each additional 500 lineal feet or fraction thereof	\$ 25.00		01003-32200	Building Permits
Installation of all other underground facilities, including but not limited to, sanitary force main, water, gas, liquid or semi-liquid pipe lines, including appurtenant manholes or catch basins, cable television and underground electric:			01003-32200	Building Permits
(a) First 200 lineal feet or less	\$ 40.00		01003-32200	Building Permits
(b) Next 300 lineal feet or fraction thereof	\$ 20.00		01003-32200	Building Permits
(c) Each additional 500 lineal feet or fraction thereof	\$ 15.00		01003-32200	Building Permits
Construction or installation of individual of individual catch basins, manholes or junction boxes not erected in connection with an installation governed by 1 or 2 above	\$50.00 each		01003-32200	Building Permits
All underground crossings of paved roads of widths of up to 25 feet of paving (open cut)			01003-32200	Building Permits
(a) For pipes sizes 18" or less in diameter, per cut	\$ 100.00		01003-32200	Building Permits
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	\$ 50.00		01003-32200	Building Permits
(c) For pipes sizes greater than 48" diameter, per cut	\$ 200.00		01003-32200	Building Permits
All underground crossings of paved roads over 25 feet of paving width (open cut)			01003-32200	Building Permits
(a) For pipes sizes 18" or less in diameter, per cut	\$ 200.00		01003-32200	Building Permits
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	\$ 300.00		01003-32200	Building Permits
(c) For pipes sizes greater than 48" diameter, per cut	\$ 400.00		01003-32200	Building Permits
All underground jack and bore crossings of paved Village roadways based on width of paving including median:			01003-32200	Building Permits
(a) For pipe sizes 18" or less in diameter, per foot	\$ 2.00		01003-32200	Building Permits
(b) For pipe sizes over 18" up to and including 48" diameter, per foot	\$ 4.00		01003-32200	Building Permits
(c) For pipe sizes greater than 48" diameter, per foot	\$ 6.00		01003-32200	Building Permits
Installation of a pole line for overhead facilities			01003-32200	Building Permits
(a) First 200 lineal feet of less	\$ 85.00		01003-32200	Building Permits
(b) Next 300 lineal feet or fraction thereof	\$ 50.00		01003-32200	Building Permits
(c) Each additional 500 lineal feet or fraction thereof	\$ 35.00		01003-32200	Building Permits
Turnouts			01003-32200	Building Permits
(a) Commercial turnout connection	\$ 250.00		01003-32200	Building Permits
(b) Residential turnout	\$ 50.00		01003-32200	Building Permits
(c) Where culverts are used in conjunction with turnout	\$2.00 /per foot		01003-32200	Building Permits
Street Connections			01003-32200	Building Permits
Planning, Zoning, & Building Department				
(a) Paved street connection for tying into existing and/or new Village roads	\$250.00/each		01003-32200	Building Permits
(b) Where culverts are used in conjunction with street connections	\$2.00 /per foot		01003-32200	Building Permits
All construction within or upon Village maintained rights-of-way including but not limited to turn lanes, new and expansion or existing roads and landscaping	3% of cost		01003-32200	Building Permits
Planning, Zoning and Misc Development Applications				
(1) Reserved				
(2) Subdivisions				
C. Preliminary Plat	\$1,500.00 + Professional Fees		01003-34120	Planning Building & Zoning Fee
D. Final Plat	\$1,500.00 + Professional Fees		01003-34120	Planning Building & Zoning Fee
(3) Land Use				
All filling fees are in addition to professional fees as indicated in Cost Recovery herein.				
(a) Site Plan / Landscape Plan / Building Design; Major/Planned Development	\$ 2,500.00		01003-34120	Planning Building & Zoning Fee
1. Site Plan/Landscape Plan/Building Design; Minor	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
2. Existing Tenant Space/Building with Minor Special Exception	\$ 600.00		01003-34120	Planning Building & Zoning Fee
3. Administrative Approval/ Amendment (site plan, landscape plan, building design)	\$ 600.00		01003-34120	Planning Building & Zoning Fee
(b) Variance (District Standard); Multi-Family & Commercial (up to 2 variances)	\$1,000.00 + \$250.00 for additional concurrent variances		01003-34120	Planning Building & Zoning Fee
1. Variance (District Standard); Single Family	\$ 300.00		01003-34120	Planning Building & Zoning Fee
2. Administrative Variance; Multi-Family & Commercial	\$ 500.00		01003-34120	Planning Building & Zoning Fee
3. Administrative Variance; Single Family	\$ 300.00		01003-34120	Planning Building & Zoning Fee
4. Variance; Hours of Operation	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
5. Variance; Sign	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(c) Special Exception Use (public hearing required)	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(d) Temporary Use License Agreement / Permit Application	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(e) Abandonment (easement and/or right-of-way)	\$ 1,500.00		01003-34120	Planning Building & Zoning Fee
(f) Rezoning (except with annexation)	\$ 750.00		01003-34120	Planning Building & Zoning Fee
(g) Comprehensive Plan / LDR Amendment			01003-34120	Planning Building & Zoning Fee

Future Land Use Map Amendment (FLUM)	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
Comprehensive Plan Amendment (text)	\$ 3,000.00		01003-34120	Planning Building & Zoning Fee
LDR/Zoning Change (text)	\$ 1,500.00		01003-34120	Planning Building & Zoning Fee
(h) Deed Restriction / Unity of Title / Misc. Legal Instruments	\$50.00 + actual costs of professional fees		01003-34120	Planning Building & Zoning Fee
(i) LDB Order Amendment (conditions of approval)	\$ 1,000.00		01003-34120	Planning Building & Zoning Fee
(j) Major Development Order Amendment (conditions of approval)	\$ 2,500.00		01003-34120	Planning Building & Zoning Fee
(k) Appeal of Planning, Zoning & Building Director interpretation / opinion/administrative decision	\$ 350.00		01003-34120	Planning Building & Zoning Fee
(l) Engineering Escrow Deposit / Cost Recovery Deposit	Varies by project \$2,500 minimum		01000-22003	Escrow Deposit
(m) Master Sign Plan	\$ 500.00		01003-34120	Planning Building & Zoning Fee
(n) Site Plan Amendment (Minor/Major/PD) (public hearing required)	\$ 1,500.00		01003-34120	Planning Building & Zoning Fee
(o) Local Business Tax	Per Chapter 70, Article IV		01003-32100	Occupational Business Tax
(p) Business Permit (county license)	\$ 52.50		01003-32111	Business Permit
(q) Rental Business Permit Fee	\$52.50/ Dwelling units		01003-32111	Business Permit
Cost Recovery: Applicant is responsible for the cost recovery of administrative, engineering, special inspector, legal review and/or any other professional services required in conjunction with any application, including public notice costs such as advertising costs, postage etc. An escrow deposit is required.	Actual Costs of professional services plus \$75 Administrative Fee		01000-22003 +01003-36990	Escrow Deposit + Misc. Revenue
(5) Utility/ Civil Plan	\$1200 + engineering cost recovery		01003-34121	Plan Review Fee Utility Plan Review
(6) Land Alteration	0-1 acres = \$100 1+ acres = \$250 + engineering cost recovery		01003-34120	Planning Building & Zoning Fee

Parks & Recreation- Athletics				
Registration (All Village Organized Sports Leagues)	\$95.00		01003-34722	Youth Sport Registrations
Non-resident fees (All <i>Village Organized</i> Sports Leagues)	\$125.00		01003-34722	Non-Resident Fees
Recognized Sports Provider Charge 10-20\$	Varies			
Adult Sports Individual Fee - Resident	\$52.00		01003-34722	Adult Athletic Registrations
Adult Sports Individual Fee - Non-Resident	\$68.00		01003-34721	Adult Athletic Registrations
Adult Sports League Team Fees - All Village Run Programs and/or Leagues (All Village Organized Sports Leagues and/or Programs)	Projected Program Cost + Admin Fee of 10%		01003-34721	Adult Athletic Registrations
Parks & Recreation- Programs				
Travel Club Membership Dues - Resident	\$16.00		01003-34740	Travel Club Membership
Travel Club Membership Dues - Non-Resident	\$24.00		01003-34740	Travel Club Membership
Travel Club Trips - Direct Cost plus Administrative Fee of (10%)	Cost + Fee		01003-34724	Trip Registrations
Parks & Recreation- Camps				
Fall/Winter/Spring Weekly Camp Program (resident and non-resident)		\$200.00	01003-34723	Summer/Vac Programs
Single Camp Day	\$40.00		01003-34723	Summer/Vac Programs
Fall/Winter/Spring Camp Registration Fee (include two [2] t-shirts)		\$25.00	01003-34723	Summer/Vac Programs
Summer Camp Registration Fee (include three [3] t-shirts)		\$50.00	01003-34723	Summer/Vac Programs
Summer Camp Session: A (1 session = 2 weeks)		\$360.00	01003-34723	Summer/Vac Programs
Summer Camp Session: B (1 session = 2 weeks)		\$360.00	01003-34723	Summer/Vac Programs
Summer Camp Session: C (1 session = 2 weeks)		\$360.00	01003-34723	Summer/Vac Programs
Summer Camp Session: D (1 session = 2 weeks)		\$360.00	01003-34723	Summer/Vac Programs
Summer Camp Session: E (This session is only 1 week)		\$180.00	01003-34723	Summer/Vac Programs
Summer Camp <i>Discount</i> *			01003-34723	Summer/Vac Programs
*NOTE: Discount for pre-paying for all <i>sessions at time of registration</i> : <i>\$100 off for ALL sessions paid upfront</i> .				

Parks & Recreation - Rentals				
Village Center Pavilion Rental - Full Day weekday 12pm-6pm (Resident)	\$80.00		01003-34756	Pavilion/Waterpark Rentals
Village Center Pavilion Rental - Full Day weekday 12pm-6pm (Non-Resident)	\$150.00			
Village Center Pavilion Rental - Full Day weekend/holiday 12pm-6pm (Resident)	\$150.00		01003-34756	Pavilion/Waterpark Rentals
Village Center Pavilion Rental - Full Day weekend/holiday 12pm-6pm (Non-Resident)	\$180.00			
Community Room (75 Banquet/100 theatre) per hour (Resident) 9am-9pm	\$150.00		01003-34759	Room Rentals
Community Room (75 Banquet/100 theatre) per hour (non-Resident) 9am-9pm	\$200.00			
Community Room for Non-Profit (501c-3 or 501c-6 must be provided) 9am-9pm	\$75.00		01003-34759	Room Rentals
Multi-Purpose Room (50 people) per hour (Resident) 9am-9pm	\$75.00		01003-34759	Room Rentals
Multi-Purpose Room (50 people) per hour (Non-Resident) 9am-9pm	\$100.00		01003-34759	Room Rentals
Multi-Purpose Room (50 people) Non-Profit anytime 9am-9pm	\$40.00		01003-34759	Room Rentals
Class Programs (for instructors)	25% fees collected		01003-34759	Room Rentals

Ballfield Rental [Non-Team Related] - For Residents (per hour) minimum 2 hours 8am-9pm	\$ 25.00 per hour		01003-34754	Ballfield Rentals
Ballfield Rental - For Non-Residents (per hour) minimum 2 hours 8am-9pm	\$ 45.00 per hour		01003-34754	Ballfield Rentals
Ballfield Rental - Lighting (per hour)	\$ 35.00 per hour		01003-34754	Ballfield Rentals
Re-paint Fee if field painting required for use	\$ 50.00 per use		01003-34754	Ballfield Rentals
***Ballfield Rental - Organized & Competitive Programs/Leagues	Actual costs to maintain and provide field usage to be determined by Village Manager and /or Designee.		01003-34754	Ballfield Rentals
LAB (100 people) per hour 9am-9pm	\$125.00		01003-34759	Room Rentals
LAB (100 people) Non-Profit 9am-9pm	\$75.00		01003-34759	Room Rentals
Sago Park Pavilion Full Day - Resident 12pm-6pm	\$100.00		01003-34756	Pavilion/Waterpark Rentals
Sago Park Pavilion Full Day - Non-Resident 12pm-6pm	\$200.00		01003-34756	Pavilion/Waterpark Rentals
Sago Park Pavilion Utility Fee	\$25.00		01003-34756	Pavilion/Waterpark Rentals
Rental Deposit Outdoor Activities(Refunded if facilities are clean and undamaged)	\$100.00		01000-22000	Deposits
Rental Deposit Indoor Activities (Refunded if facilities are clean and undamaged)	\$200.00		01000-22000	Deposits
Building Attendant - after hours (per hour - 2 hour min.)	\$35.00		01003-34759	Room Rentals
Extra Duty Detail for special event w/alcohol (per hour - 2 hour min.)	Refer to PD "Extra Duty Detail"		01003-34210	PSPD Outside Detail
Water Park usage groups of 10 or more per 1.75 hours	\$75.00		01003-34756	Pavillion/Waterpark Rentals
** Extra Duty Detail rates are based on a per hour basis for all officers assigned				
*** An Agreement must be approved prior to rental				
Parks & Recreation Department				
Village labor used to clean up and or repair property (\$85 per hour - 3 hr min.)	\$255.00		01003-36990	Miscellaneous revenue
Village Equipment used to clean up or repair property (\$150.00/hour/vehicle)	\$150.00		01003-36990	Miscellaneous revenue
Vendor hired to clean up or repair property	actual costs			
Rental of equipment needed to clean up or repair property	actual costs			
Parks & Recreation- Special Events				
Special Event Participation Fee	Up to \$100.00		01003-34725	Special Events
*NOTE: These participation fees are for vendor space at Village sponsored special events and the amount will vary based on the anticipated amount of attendees to the event <i>as well as purpose for space.</i>				



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Public Works

ITEM #3: Resolution No. 2024-29 CDBG Solar Lighting Improvements Project on Lakewood Road and Canal Road (CDBG and General Funded TO #337)

SUMMARY: The Village has received approval to install 32 new solar lighting poles along Lakewood Road and Canal Road. This initiative is funded by the Community Development Block Grant (CDBG) program for Fiscal Year 2024. The new solar lights are expected to enhance safety for pedestrians, cyclists, motorists, and law enforcement along this corridor.

On May 9, 2024, the Village advertised ITB #2024B-010— Lakewood Road and Canal Road Solar Lighting Improvements Project. Six (6) proposals were received after the bids were put out on May 30, 2024.

RMJ Maintenance	205,100
Creative Contracting Group	259,300
Florida Lighting Maintenance	210,794.40
ONEL Construction, LLC	240,000
MMJ Electrical, Inc.	490,769
Horsepower Electric, Inc.	800,000

Note: ONEL Construction and MMJ Electrical, Inc. were considered to be nonresponsive due to an incomplete bid package.

RMJ Maintenance Corp. was awarded the project as the lowest, most responsive, and responsible bidder. The total cost for this project is \$205,100.00, with funding coming from both CDBG funds (\$125,051) and Village General Fund (\$80,049), Task Order #337.

FISCAL IMPACT:

The project is being partially funded by CDBG grant funds in the amount of \$125,051 and the balance is funded through the General Fund at an amount of \$80,049, for a total project cost not to exceed \$205,100.00, Task Order #337.

ATTACHMENTS:

1. Proposed Resolution No. 2024-29 RMJ Maintenance
2. Exhibit "A" - Bid Submittal - RMJ Maintenance
3. Agreement - RMJ Maintenance Corp.

RESOLUTION 2024-29

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH RMJ MAINTENANCE, INC. FOR AN AMOUNT NOT TO EXCEED \$205,100 FOR THE INSTALLATION OF THIRTY-TWO (32) NEW SOLAR LIGHTING POLES ALONG LAKEWOOD ROAD AND CANAL ROAD AS PART OF THE FY24 CDBG PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must install thirty-two (32) new solar LED lighting poles with fixtures along Lakewood Road from Military Trail to Kirk Road and Canal Road from Kirk Road to Davis Road; and

WHEREAS, Public Works advertised ITB No. 2024B-010 – CDBG Solar Lighting Improvement Project on Lakewood Road and Canal Road (Task Order #337) - in the Palm Beach Post and Sun Sentinel on May 7, 2024; and

WHEREAS, the Solar Lighting Improvement Project (TO #337), is partially funded with CDBG grant funds for \$125,051 and is expected to be complete within 90 days of the Notice to Proceed; and

WHEREAS, RMJ Maintenance Corp, located at 17715 Bridle Court, Jupiter Florida, 33478, submitted a proposal on May 30, 2024, to install thirty-two LED lighting poles with fixtures along Lakewood Road and Canal Road; and

WHEREAS, the staff have reviewed and considered the proposal from RMJ Maintenance, Inc. and find that it is in the village's best interest to approve the agreement.

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

Section 1: Village of Palm Springs approves the agreement with RMJ Maintenance, Inc. (TO #337) for construction services in the amount not to exceed \$205,100 for the installation of thirty-two (32) solar LED light poles with fixtures along Lakewood Road from Military Trail to Kirk Road and Canal Road from Kirk Road to Davis Road attached hereto as "Exhibit A".

Section 2: This resolution shall become effective immediately upon its passage and adoption.

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

Aye	Nay	Absent
-----	-----	--------

BEV SMITH, MAYOR

PATTI WALLER, VICE MAYOR

KIM SCHMITZ, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 11th day of July 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

SECTION 00400
BID SUBMISSION CHECKLIST

Project Name: Lakewood Rd and Canal Rd Solar Lighting Improvement Project

Bid Number: 2024B-010

Bidders Name: RMJ MAINTENANCE CORP.

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. Affidavit from Bonding Company
- ☒ 8. Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
- ☒ 9. Completed Section 00453 - Non-Collusive Affidavit
- ☒ 10. Completed Section 00454 - Drug-Free Workplace Certificate
- ☒ 11. Completed Section 00455 - Sworn Statement on Public Entity Crimes
- ☒ 12. Completed Section 00456 - Scrutinized Companies
- ☒ 13. Completed Section 00457 - Vendor Conflict of Interest Disclosure Statement

Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.

- ☒ 14. 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.
- ☒ 15. Signed copy of all Addenda.
- ☒ 16. Federal Forms - Non-Collusion Affidavit of Prime Bidder, Anti-Kickback Affidavit, Certification of Eligibility of General Contractor, Certification of Nonsegregated Facilities, Workforce Projection
- ☒ 17. Bids must be submitted electronically through DemandStar www.demandstar.com

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 must be submitted electronically using Demandstar:
www.demandstar.com
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
01	MAY 24, 2024

- 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 anything 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):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	20,000	20,000
2	Bonds and Insurance	LS	1	12,000	12,000
3	F&I Solar Street Light Assembly	EA	32	4,750	152,000
4	Site Restoration	LS	1	9,600	9,600
5	Maintenance of Traffic	LS	1	6,500	6,500
6	Contingency Allowance	LS	1	5,000.00	5,000.00
Total of All Unit Price Bid Items					\$ 205,100

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 Bid = Total Bid Price

\$ 205,100.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 60 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 90 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]*

RMJ MAINTENANCE CORP

By:

[Signature]

[Printed name]

JULIO OLIVEROS

(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]

RICARDO OLIVEROS

Title:

SECRETARY

Submittal Date:

5/30/2024

Address for giving notices:

17715 BRIDLE CT

JUPITER FL 33478

Telephone Number:

(561) 506-0555

Fax Number:

N/A

Contact Name and e-mail address:

JULIO OLIVEROS / JULIO@RMJFL.COM

Bidder's License No.:

CBC 1267120

BID BOND

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

BIDDER (Name and Address):

RMJ Maintenance Corp.
187 Duke Drive
Lake Worth, FL 33460

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

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):

Village of Palm Springs
 226 Cypress Lane
 Palm Springs Fl. 33461

BID

Bid Due Date: **05/30/2024**

Description: Lakewood Rd and Canal Rd Solar
 Lighting Improvements Project

BOND

Bond Number: **N/A**

Date: **05/28/2024**

Penal sum **Five Percent of Bid Amount**

\$ 5% of Bid Amount

(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

RMJ Maintenance Corp. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Julio Oliveros

Title

President

Attest:

Signature

Title **RICARDO OLIVEROS, SECRETARY**

SURETY

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name **Damaris Martinez**

Title

Attorney-in-Fact

Attest:

Signature

Title **Michael McClackon Bond Assistant**

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 the Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by the 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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8209331- 969466**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie S. Robbins, Charles Boomazian, Damaris Martinez, Marsha L. Wendt, Rose Vittiglio

all of the city of Longwood state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2024.



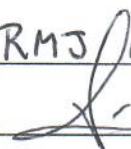
By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
(1)	_____	_____
(2)	NONE	
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER: RMS MAINTENANCE CORP
By: 
Name: JULIO OLIVEROS
Title: PRESIDENT
Date: 5/29/2024

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>NOT APPLICABLE</u>
2. Special Shoring	\$ <u>NOT APPLICABLE</u>

Identify method of compliance for Item #1: N/A

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

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: RMJ MAINTENANCE CORP

By: [Signature]

Name: JULIO OLIVEROS

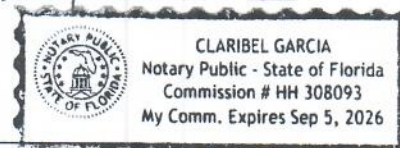
Title: PRESIDENT

Sworn to and subscribed before me this 29 day of May, 2024

Notary Public

Claribel Garcia
9-5-26

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:

RMJ MAINTENANCE CORP

Address:

17715 BRIDLE CT. JUPITER FL 33478

2. SUBMITTED TO:

Village Clerk's Office

3. SUBMITTED FOR:

Owner:

Village of Palm Springs

Project Name:

LAKEWOOD RD AND CANAL RD SOLAR LIGHTING
IMPROVEMENT PROJECT

TYPE OF WORK:

INSTALLATION OF 32 SOLAR POWER STREET LIGHTS

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: JULIO OLIVEROS

Title: PRESIDENT

Phone: (561) 506-0555

Email: JULIO@RMJFL.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: 10/08/2018

Executive Officers:

- President: JULIO OLIVEROS

- Vice President(s):

- Treasurer:

- Secretary: RICARDO OLIVEROS

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 BUILDING CONTRACTOR
License Number: CBC 1267120
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: THE OHIO CASUALTY INSURANCE COMPANY
Address: 175 BERKELEY ST.
BOSTON MA 02116
Bonding Agent: DAMARIS MARTINEZ
Address: 175 BERKELEY ST.
BOSTON MA 02116
Contact Name: DAMARIS MARTINEZ
Phone: (407) 998-4236
Aggregate Bonding Capacity: \$500,000.00
Available Bonding Capacity as of date of this submittal: \$500,000.00

10. FINANCIAL INFO

***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.

Account Manager: **JULIO OLIVEROS**

Phone: **(561) 506-0555**

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 the firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment detail 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 detail 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 detail including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: JULIO OLIVEROS

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	<u> </u>	EMR	<u> </u>
YEAR	<u> </u>	EMR	<u> </u>
YEAR	<u> </u>	EMR	<u> </u>
YEAR	<u> </u>	EMR	<u> </u>
YEAR	<u> </u>	EMR	<u> </u>

N/A

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>

N/A

Total number of man-hours worked for the last 5 Years:

YEAR	<u> </u>	TOTAL NUMBER OF MAN-HOURS	<u> </u>
YEAR	<u> </u>	TOTAL NUMBER OF MAN-HOURS	<u> </u>
YEAR	<u> </u>	TOTAL NUMBER OF MAN-HOURS	<u> </u>
YEAR	<u> </u>	TOTAL NUMBER OF MAN-HOURS	<u> </u>
YEAR	<u> </u>	TOTAL NUMBER OF MAN-HOURS	<u> </u>

N/A

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>
YEAR	<u> </u>	DART	<u> </u>

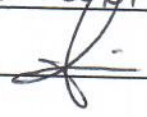
N/A

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

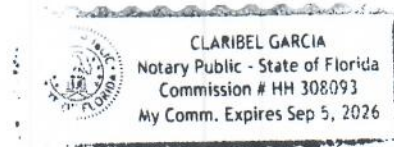
I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: RMJ MAINTENANCE CORP
BY: JULIO OLIVEROS 
TITLE: PRESIDENT
DATED: 5/29/24

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 29 DAY OF May, 2024

NOTARY PUBLIC - STATE OF Florida
MY COMMISSION EXPIRES: 9-5-26



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
OSBORNE CENTER IMPROVEMENTS PROJECT	Name: CITY OF LAKEWORTH Address: 7 N. DIXIE HWY Telephone: 561 586 1720	Name: Company: N/A Telephone:	2/28/24	DEMO, DOORS REPLACEMENT, DRYWALL, FLOORING LIGHTING.	In Progress	272,500
PLASTER DEMO	Name: CITY OF LAKEWORTH Address: 7 N. DIXIE HWY Telephone: 561 586 1720	Name: Company: N/A Telephone:	5/28/24	Demo of 25 ceiling SPOTS	In Progress	4,500
	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:				

SEE ATTACHMENT.

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

Project Name	Owner Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Roofing repairs	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/28/2024	Roofing repairs	Completed	3,900.00
Roofing repairs	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/28/2024	Roofing repairs	Completed	750.00
Wall Painting	Name: Energy Erectors Address: 4601 Davis Rd Lake Worth, FL	N/A	5/21/2024	Wall Painting	Completed	15,000.00
Fence Repairs	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/14/2024	Fencing work	Completed	8,830.00
Roof Sandblast	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/14/2024	Roof Sandblast	Completed	4,950.00
Flooring Installation	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/14/2024	Flooring and baseboards installation	Completed	21,962.00
Fence Repairs	Name: Village of Palm Springs Address: 217 Cypress Lane Palm Springs, FL 33461	N/A	5/14/2024	Fencing work	Completed	4,300.00

Watermain Project	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	3/14/2024	Watermain Improvements Project Painting of metal pipes	Completed	9,400.00
Roof Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/21/2024	Comfort area reroof of a flat roof	Completed	12,200.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/19/2024	Replacement of 3 exterior metal doors	Completed	10,950.00
Pole Painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/5/2024	Painting of Exterior Metal Poles. 20 ft	Completed	6,500.00
Watermain Project	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	1/24/2024	Watermain Improvements Project Painting of metal pipes	Completed	32,000.00
Concrete Repair	Name: Fountain Square Condominium Association Address: 88 NE 5th Ave Delray Beach FL 33483	N/A	1/4/2024	Concrete Repair	Completed	1,900.00
Roof Repair	Name: Okeechobee children Academy Telephone: (863)261-8052	N/A	12/4/2023	Shingle roof repairs	Completed	800.00
Paint work	Name: Hal Simons Address: 9698 Vixen Cir. Boynton Beach FL 33436	N/A	11/29/2023	Interior painting of walls, trims and doors including 3 coats of paint	Completed	7,600.00

Fence Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/29/2023	Removal and disposal of existing fence and installation of new fence	Completed	13,600.00
Cross beam paint	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/29/2023	Pressure clean and paint cross beams	Completed	4,800.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	10/23/2023	Concrete pour and pavers repair	Completed	13,800.00
Vinyl flooring	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/23/2023	Remove, dispose and re-install 400 Sqft of vinyl flooring	Completed	3,950.00
Canopy Welding	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/16/2023	Aluminum canopy frame leg welding reinforcement	Completed	3,600.00
Roof washing	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/13/2023	Roof tile soft washing and Pressure wash entrance and sidewalk	Completed	3,350.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/20/2023	Remove and replace 4 existing single doors	Completed	14,600.00
Playground Support	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/1/2023	Playground support replacement	Completed	1,600.00

Gutter Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/24/2023	Installation of 7" seamless gutter with 4 downspouts and 3 50 ft drainages	Completed	8,200.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/18/2023	Assembly of pier pannels	Completed	5,040.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/11/2023	Assembly of pier pannels	Completed	6,480.00
Division Wall	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	7/7/2023	Build a division wall of 10 ft by 9 ft to split a room into two	Completed	2,300.00
Flooring Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/23/2023	Furniture moving and carpet tile removal enclosure and flooring install	Completed	23,350.00
Fire Station	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/20/2023	Pressure wash, waterproof and paint the exterior of Fire Station	Completed	33,500.00
Pavers work	Name: Town of Palm Beach Shores Telephone: (561)844-3457	N/A	6/2/2023	Pavers coping replacement along the beach wall (approx. 200 blocks)	Completed	2,700.00
City Hall	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/15/2023	Pressure wash, waterproof and paint the exterior of City Hall building	Completed	44,500.00

Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/5/2023	Remove and replace existing double door with a single door	Completed	7,200.00
Pavers work	Name: Town of Palm Beach Shores Telephone: (561)844-3457	N/A	5/5/2023	Pavers repairs by Sandal Ln and Tacoma Ln to remove trip hazard	Completed	5,300.00
Roof Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/14/2023	Remove and replace 70 linear ft of rotted fascia	Completed	5,550.00
Promenade building remodel	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/1/2023	Promenade building remodel	Completed	12,450.00
Stucco repair	Roy Chesson	N/A	1/27/2023	Stucco repairs, exterior paint and roofing repairs	Completed	9,700.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	12/19/2022	Assembly of pier pannels	Completed	9,360.00
Pavers work	Name: B&B Underground C. Address: 4050 West Palm Beach FL 33409 Telephone: (561)204-9335	N/A	12/15/2022	Palm Beach Shores main project. 3" cut out of sand and reinstallation of pavers	Completed	9,350.00
Annex Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	12/9/2022	Miscellaneous work performed to facilitate the move from Annex to the promenade building	Completed	5,250.00

Wall Painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/14/2022	Concrete wall (Both sides of the wall) painting with two tones (Panel color Sand and Pillars	Completed	6,900.00
Wall Building	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	10/28/2022	Build an interior wall of 13' x 8' with a wood door and a plexiglass window of 3.5' x 3.5' ; Build an L shape enclosure for center office and 2 desk privacy	Completed	9,800.00
Flooring Install	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	8/22/2022	Remove and replace flooring and reinforcement of subflooring trusses in section of 8' x 8' including threshold and door sweep of existing door	Completed	5,200.00
Door Intallation	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/19/2022	Installation and finish of 3 doors including frames, door knobs and completion of 2 half walls of drywall	Completed	6,400.00
Pier Pannels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/10/2022	Assembly of pier pannels	Completed	28,560.00
South Beach Bathroom remodels	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/16/2022	Complete bathrooms remodels	Completed	44,900.00
Drywall Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/4/2022	Repair 3' x 3' of drywall and paint	Completed	1,400.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/4/2022	Removal, disposal and replacement of 2 outdoor metal door	Completed	6,800.00

Misc Work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/29/2022	Replacement of dryer duct from flexible to rigid	Completed	4,200.00
Flooring Install	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	3/24/2022	Flooring remodel	Completed	27,300.00
City Hall Flooring	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/8/2022	City Hall Flooring	Completed	31,473.25
Home remodel	Name: FL Industries Address: 110 Vassar Dr Lake Worth FL 33460	N/A	3/1/2022	680 Atlantis remodel	Completed	44,326.00
Home remodel	Name: FL Industries Address: 110 Vassar Dr Lake Worth FL 33460	N/A	12/14/2021	Project: 189 Upper Spring Rd, Stowe VT	Completed	58,820.00
Jail Cell Remodel	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	11/12/2021	Former PBSO D14 Evidence Storage Room/old jail cell remodel	Completed	21,550.00
Wall Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	11/10/2021	Demo, rebuild and painting of damaged wall	Completed	6,500.00
Roof Repair	Robert Mackler	N/A	10/5/2021	Roof repair including finding leak location	Completed	5,100.00

Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	9/29/2021	Removal, disposal and replacement of 1 outdoor metal door	Completed	2,700.00
Epoxy Install	Name: PBSO Address: POBOX 24681 West Palm Beach FL 33416	N/A	9/7/2021	1100 Sqft of Hard Rock epoxy with flake and aluminum aggregate	Completed	14,025.00
Remodel	Name: Bridgehampton Inc Address: 801 N Ocean Blvd Delray Beach FL 33483	N/A	8/25/2021	Community remodel and repairs	Completed	45,850.00
Howard Park Remo	Name: Skyline Construction Telephone: (561) 317-3265	N/A	8/15/2021	Park Remodel	Completed	219,000.00
Flat Roof	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	8/9/2021	pressure washing and painting with silicon paint the flat roof of the building	Completed	4,400.00
Poles painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/14/2021	Painting of Exterior Metal Poles. 20 ft	Completed	5,250.00
Paint and Flooring	Name: Golf Club Restaurant Address: 1 7th Ave N Lake Worth FL 33460	N/A	7/14/2021	Paint and Flooring	Completed	14,000.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	7/12/2021	Build wood frame and install steel door with door handle	Completed	3,400.00

Pergola	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/18/2021	Build wood support beam for wood pergola	Completed	3,200.00
Building paint	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	6/2/2021	Prepare, pressure wash, seal cracks and paint building walls, trims, fascia and soffits	Completed	18,200.00
Pavers work	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	5/24/2021	reposition paver stones around downtown Lake Worth	Completed	4,200.00
Door Replacement	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/23/2021	Replacement of four fiber glass doors with frame included	Completed	8,200.00
Wall Painting	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/5/2021	Repair and painting of brick wall	Completed	6,400.00
Flooring Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	4/5/2021	Removal of glued in carpet and installation of 1,300 sqft of plank flooring	Completed	7,950.00
Roof repair	Paul Romano	N/A	3/22/2021	Roof repair	Completed	2,200.00
Roof Repair	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	3/14/2021	Roof repair and maintenance	Completed	5,600.00

Reroof	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	2/24/2021	Reroof area surrounding the new AC	Completed	2,450.00
Flooring Install	Name: City of Lake Worth Address: 7 N. Dixie Hwy Lake Worth FL 33460 Telephone: (561)586-1720	N/A	1/22/2021	Carpet replacement in 2 offices of the third floor	Completed	3,600.00

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

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) _____

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line.

SECTION 00453
NONCOLLUSION AFFIDAVIT

TO: The VILLAGE OF PALM SPRINGS, herein called the "Owner."

Pursuant to bidding requirements for the work titled "LAKEWOOD RD AND CANAL RD
SOLAR LIGHTING IMPROVEMENTS PROJECT,"

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of PALM BEACH

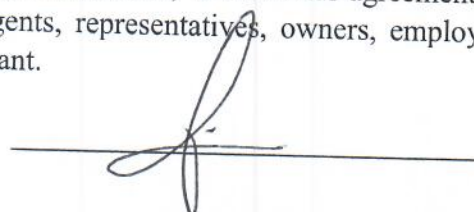
JULIO OLIVEROS, being first duly
(Officer's Name)

sworn, deposes, and says that:

- A. He\She is PRESIDENT (officer's title)
of RMS MAINTENANCE CORP (company name),
the Bidder that has submitted the attached bid;
- B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

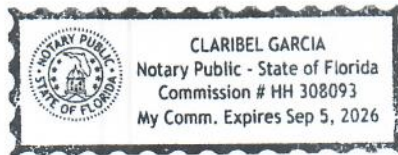
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)



Subscribed and sworn to before me
this 29 day of May, 20 24

Notary Public



My commission expires 9-5-26

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that RMS
MAINTENANCE CORP (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature



Date Signed

5/29/24

State of: FL

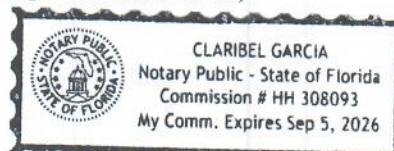
County of: Palm Beach

Sworn to and subscribed before me this 29 day of May, 2024

Personally known or Produced Identification FL Driver License
(Specify Type of Identification)

Signature of Notary

My Commission Expires 9-5-26



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 JULIO OLIVEROS, who, being
by me first duly sworn, made the following statement:

1. The business address of RMJ MAINTENANCE CORP
(firm name of Bidder/Contractor)
is 17715 BRIDLE CT. JUPITER FL 33478

2. My relationship to RMJ MAINTENANCE CORP
(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 N/A.~~

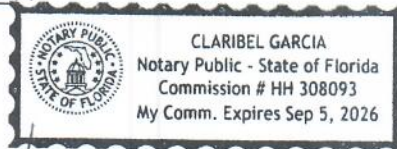
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(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 29 day of May, 2024

Notary Public



(affix seal)

My commission expires

9-5-26

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, JULIO OLIVEROS, on behalf of RMJ MAINTENANCE CORP (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

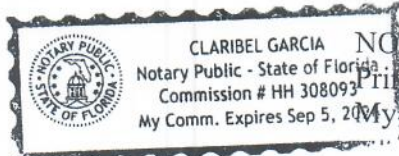
1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]
Name: JULIO OLIVEROS
Title: PRESIDENT
Date: 05/29/2024

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 29 day of May, 2024, by Julio C. Oliveros, who is the President of RMJ Maintenance Corp, who is personally known to me or who has produced FL DL as identification.



NOTARY PUBLIC
Printed Name of Notary
My Commission expires: 9-5-26



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

LAKESWOOD ROAD AND CANAL ROAD SOLAR LIGHTING IMPROVEMENT

ITB #2024B-010

Addendum No. 1

May 24, 2024

BIDS DUE: 2:00 PM, Local Time, 05/30/2024

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 **Lakewood Road and Canal Road Solar Lighting Improvements** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Section:

Delete:

N/A

Replace with:

N/A

IN THE SPECIFICATIONS

1. Section:

Delete:

N/A

Replace with:

N/A

2. Section:

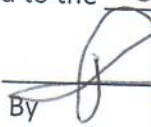
Add:

None

Receipt acknowledged and conditions agreed to the 29 day of MAY, 2024.

JULIO OLIVEROS

Bidder

By 

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

**ATTACHMENT 1
RESPONSES TO BIDDER QUESTIONS**

Question 1: What is the project budget?

Response 1: The project budget is approximately \$250,000

Question 2: What is the Maintenance of Traffic requirements?

Response 2: The contractor is to determine the means and methods for MOT based on the method of installation. Should a road closure be requested, a Right of way permit shall be applied for, and associated fees will be waived

Question 3: Are soil borings available?

Response 3: Soil borings or soil testing has not been performed and will not be provided.

Question 4: Will the Village allow direct bury poles?

Response 4: Yes, direct bury poles may be utilized in lieu of concrete bases. The poles must meet specified wind loads and engineering provided.

Question 5: Which solar lighting products are approved as alternates to the specified Fonroche product?

Response 5: Currently at this time, the only approved alternative product is the StreetLeaf solar light product based on the warranty, engineering, solar capability, and lead time

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

- (1) He is PRESIDENT of RMS MAINTENANCE CORP, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2024B-010 Project Name: LAKEWOOD RD AND CANAL RD LIGHTING IMPROVEMENT PROJECT

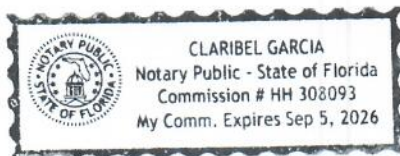
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, 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: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of May 2024 by Julio C. Oliveros Per
_____, who is ☐ personally known to me or ☒ who has produced
FL Driver License as identification.

NOTARY SEAL:



Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. 308093

ANTI-KICKBACK AFFIDAVIT

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

- (1) I am PRESIDENT of RMD MAINTENANCE CORP, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 2024B-010 Project Name: LAKEWOOD RD AND CANAL RD LIGHTING IMPROVEMENT PROJECT

- (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 SPRING 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: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of May 2024 by Julio C Oliveros who is ☐ personally known to me or ☒ who has produced FL Driver License as identification.

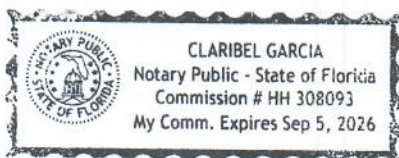
NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. 308093



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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

- (1) He/she is the PRESIDENT of RMJ MAINTENANCE CORP, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CBC 1267120 Expiration Date: 08/31/26
who submitted a proposal to perform work for the following project:

Contract #: 2024B-010 Project Name: LAKEWOOD RD AND CANAL RD LIGHTING IMPROVEMENT PROJECT

- (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.

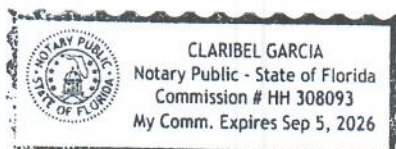
Signature: _____

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of May 2024 by Julio C Oliveros Roca, who is ☐ personally known to me or ☒ who has produced FL DL as identification.

NOTARY SEAL:

Notary Signature: _____
Notary Name: Claribel Garcia
Notary Public-State of Florida



Commission No. 308093

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: LAKEWOOD RD AND CANAL RD LIGHTING IMPROVEMENT PROJECT

Company Name and Address: RMS MAINTENANCE CORP
17715 BRIDGE CT
JUPITER FL 33478

Signature



JULIO OLIVEROS, PRESIDENT
Name and Title

05/29/24
Date

WORKFORCE PROJECTION

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: JULIO OLIVEROSDate: 5/29/24

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

(SUBCONTRACTORS)

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

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

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

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

Project Name: N/A

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____

By:

Name and Title

Signature

Date

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

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
- Other Requirements: E-Verify Employment Eligibility

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

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. 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 DHED 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:

FL20240182 Mod 0 Highway 01052024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2024

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 Hilb Group Operating Company 2455 E Sunrise Blvd #507 Fort Lauderdale FL 33304		CONTACT NAME: Cassandra Thompson PHONE (A/C, No, Ext): (866) 565-3939 FAX (A/C, No): (954) 565-4415 E-MAIL ADDRESS: cthompson@hilbgroup.com	
INSURED RMJ Maintenance Corp 187 Duke Dr Lake Worth FL 33460		INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc. INSURER B: Normandy Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13012	

COVERAGES**CERTIFICATE NUMBER:** 23-24 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			P100.713.483.6	11/07/2023	11/07/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ INCLUDED
	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						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NHFL0111092023	11/07/2023	11/07/2024	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500000
							E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Julio C Oliveros, Lic# CBC1267120, is covered under this this State of Florida Insurance policy.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County c/o Contractors Certification Division
2300 N Jog Rd, 2nd Floor
Suite 2W-61
West Palm Beach FL 33411-2741

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Vendor Conflict of Interest Disclosure Statement Information and Instructions

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

NAME OF VENDOR

RMJ MAINTENANCE CORP

NAME OF PERSON COMPLETING FORM

JULIO OLIVEROS

RELATIONSHIP TO VENDOR

PRESIDENT

ADDRESS

17715 BRIDLE CT

CITY, STATE, ZIP

JUPITER, FL, 33478

TELEPHONE NUMBER

(561) 506-0555

CONTACT EMAIL ADDRESS

JULIO@RMJFL.COM

CELL PHONE NUMBER

(561) 506-0555

This form is provided in connection with:

Invitation to Bid (specify) 2024B-010

Request for Proposal / Qualifications (specify) N/A

Other (specify) N/A

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

N/A

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

N/A

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

N/A

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

N/A

5. Describe any other circumstances of which you are aware may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

N/A

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature



JULIO OLIVEROS
Printed Name

05/29/2024

Date

PRESIDENT

Title



AFFIDAVIT

STATE OF Mississippi §
 §
COUNTY OF Rankin §

Re: **Bonding Capacity for RMJ Maintenance Corp.**

I, Nancy Hano, being of lawful age and legally competent, states as follows:

1. I am an Underwriting Consultant for Liberty Mutual Surety, a business unit of the Liberty Mutual Group that underwrites surety business for member companies, including, but not limited to The Ohio Casualty Insurance Company.

2. I make this affidavit in support of RMJ Maintenance Corporation's ("RMJ") bid submission in connection with the Lakewood Rd and Canal Rd Solar Lighting Improvement Project, Bid Number 2024B-010 (the "Project").

3. The contact information for the bonding company is as follows:

Nancy Hano
Liberty Mutual Surety
235 J.C. Prestage Road
Pelahatchie, MS 39145
P: (601) 503-1171

4. The contact information for the bonding agent is as follows:

William Strong
Insurance Office of America
3535 Grandview Parkway, Suite 400
Birmingham, AL 35243
P: (205) 263-5978

5. RMJ has an aggregate bonding capacity of \$565,000.00.

6. RMJ has available bonding capacity as of the date of its bid submission for the Project of \$565,000.

7. Liberty Mutual Surety's agreement to execute bonds, including bid, performance and payment bonds is subject to final contract, financing, and underwriting conditions being mutually acceptable to both RMJ and The Ohio Casualty Insurance Company. This affidavit is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between RMJ and The Ohio Casualty Insurance Company. Neither Liberty Mutual Surety nor The Ohio Casualty Insurance Company assumes liability to Village of Palm Springs or third parties if for any reason The Ohio Casualty Insurance Company does not supply a bond or bonds for the Project.

8. The Ohio Casualty Insurance Company is the Corporate Surety name used for bonds issued to RMJ. The Ohio Casualty Insurance Company is licensed to do business in all states and has an A (Excellent) rating and financial size category XV in the A.M. Best Insurance Guide.

I affirm under penalties of perjury that the foregoing is true and correct on this the 30th day of May, 2024.

A handwritten signature in black ink, appearing to read "N Hano", is written over a horizontal line.

Nancy Hano, as Attorney-in-Fact

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P18000084399

Entity Name: RMJ MAINTENANCE CORP

Current Principal Place of Business:

17715 BRIDLE CT
JUPITER, FL 33478

Current Mailing Address:

187 DUKE DR
LAKE WORTH, FL 33460

FEI Number: 83-2226925

Name and Address of Current Registered Agent:

OLIVEROS, RICARDO
4695 CITRON WAY
WESTLAKE, FL 33470 US

Certificate of Status Desired: No

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:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name OLIVEROS, JULIO
Address 17715 BRIDLE CT
City-State-Zip: JUPITER FL 33478

Title SECRETARY
Name OLIVEROS, RICARDO
Address 4695 CITRON WAY
City-State-Zip: WESTLAKE FL 33470

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: JULIO OLIVEROS

PRESIDENT

03/01/2024

Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OLIVEROS, RICARDO

RMJ MAINTENANCE CORP
17715 BRIDLE CT
JUPITER FL 33478

LICENSE NUMBER: CBC1267120

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/07/2024

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.



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) RMJ MAINTENANCE CORP		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 17715 BRIDLE CT	Requester's name and address (optional)	
6 City, state, and ZIP code JUPITER FL 33478			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here Signature of
 U.S. person

Date **05/29/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
 5—A corporation.
 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
 8—A real estate investment trust.
 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
 10—A common trust fund operated by a bank under section 584(a).
 11—A financial institution as defined under section 581.
 12—A middleman known in the investment community as a nominee or custodian.
 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



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****
17715 BRIDLE CT
JUPITER FL 33478

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
HOUSEKEEPER/MAINTENANCE	RMJ MAINTENANCE CORP		B24.505155 3/11/2024	33.00	B40200980

This document is valid only when receipted by the Tax Collector's Office.

RMJ MAINTENANCE CORP
RMJ MAINTENANCE CORP
17715 BRIDLE CT
JUPITER FL 33478

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2024163987
EXPIRES: 9/30/2024

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
RMJ Maintenance Corporation ("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: Furnish and Install thirty-two (32) solar LED light poles with fixtures along Lakewood Road from Military Trail to Kirk Road and Canal Road from Kirk Rd to Davis Rd.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Furnish and Install thirty-two (32) solar LED light poles with fixtures along Lakewood Road from Military Trail to Kirk Road and Canal Road from Kirk Rd to Davis Rd.

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Contract Times: Days

- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 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 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: \$ N/A .
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
1	MOBILIZATION	1	LS	20,000.00	20,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
2	BONDS AND INSURANCE	1	LS	12,000.00	12,000.00
3	F&I SOLAR STREET LIGHT ASSEMBLY	32	EA	4,750.00	152,000.00
4	SITE RESTORATION	1	LS	9,600.00	9,600.00
5	MAINTENANCE OF TRAFFIC	1	LS	6,500.00	6,500.00
6	CONTINGENCY ALLOWANCE	1	LS	5,000.00	5,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$205,100.00

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 Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$205,100.00.
- C. 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.
- 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 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - b. (pages to , inclusive).
 - c. (pages to , inclusive).

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

- 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 N/A sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
- 9. Addenda (numbers 1 to 1, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 65, inclusive).
 - b. Wage Decision FL20240130 dated 04/12/2024
 - c. Requirements for Federally Funded Projects Part 1 and 2
- 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 Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 Governing Law and Remedies

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 Office of the Inspector General

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 Public Records

- A. The CONTRACTOR shall comply with Florida's Public Records 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 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.10 Insurance

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:
 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer Liability:

Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000
Bodily injury/disease aggregate	\$1,000,000
 - d. Foreign voluntary worker compensation Statutory
 1. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
 - a. General Aggregate \$2,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence \$1,000,000
(Bodily Injury and Property Damage)
 3. Automobile Liability under paragraph 6.03.D of the General Conditions:
 - a. Bodily Injury:

Each Person	\$500,000
-------------	-----------

- | | |
|---------------------|-------------|
| Each Accident | \$1,000,000 |
| b. Property Damage: | |
| Each Incident | \$1,000,000 |
2. 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
 3. 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
 4. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
 - a. Village of Palm Springs

10.11 Audit by Village

- A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 Copies of Data/Documents

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 Ownership

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 Limitations of Liability

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 Enforcement Costs

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 Copyrights and/or Patent Rights

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 Protection of Property

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 Damage to Persons or Property

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 Discrimination

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 Construction Defects

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 Public Entity Crimes

- A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.22 Scrutinized Companies

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 E-Verify

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
 - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
 - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
 - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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:

By: Beverly Smith

Title: Mayor

CONTRACTOR:

By: Julio Oliveros

Title: President.

(Seal)

Attest: _____

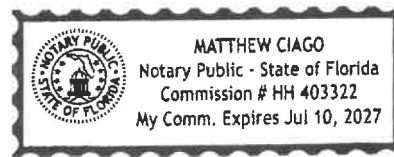
Title: Village Clerk

Attest: Matthew Ciago

Title: Notary Public

Approved
as to
Form: _____

Title: Village Attorney



Address for giving notices:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

17715 Bridle Court

Jupiter, FL 33478

License No.: CBC1267120

(where applicable)

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged
before me this 2 of July, 2024.

by Julio Cesar Oliveros Perez
name of person acknowledging

who is personally known to me or who has produced

FL DL 0416-423-83-457-0
type of identification

as identification.

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**PROJECT NAME:**

Village of Palm Springs - Lakewood Rd. Street Lighting

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
- Other Requirements: E-Verify Employment Eligibility

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

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. 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 DHED 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.:

FL20240130 Heavy Mod 1

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. PERFORMANCE BOND

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. PAYMENT BOND

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

PUBLIC ENTITY CRIMES

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

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

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

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

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

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

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References: - 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

* * * * *

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

* * * * *

OTHER REQUIREMENTS**E-VERIFY EMPLOYMENT ELIGIBILITY**

Pursuant to section 448.095, Florida Statutes, Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of a copy of their proof of registration in the E-Verify system.

If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

The contractor shall maintain a copy of such affidavit for the duration of the contract.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

**REQUIRED USE OF THE LABOR COMPLIANCE
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

USER RESPONSIBILITIES

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

DISCLAIMER OF WARRANTIES FOR LCRS

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHED's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHED through the service will meet PBC/DHED's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to PBC/DHED strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by LCRS and its licensors.

DISPLAY OF POSTERS AND WAGE DECISION

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Sustainability.

FEDERAL LABOR STANDARDS PROVISIONS**U. S. Department of Housing and Urban Development**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain

the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs. (Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4: Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes

shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

A.7: Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

A.11: Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act

The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS**A. Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by

the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

Superseded General Decision Number: FL20230130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/12/2024

* ELEC0728-006 03/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	14.61

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.75	15.27

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

* SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00 **	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93 **	0.00
LABORER: Common or General.....	\$ 10.64 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 14.00 **	0.00

LABORER: Power Tool Operator
(Hand Held Drills/Saws,

Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33 **	3.60
OPERATOR: Bulldozer.....	\$ 14.95 **	0.81
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 16.05 **	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.95 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Public Works

ITEM #4: Resolution No. 2024-30 - Agreement with Titan Construction Management, Inc. for the Davis Road Bridge Repairs at the L-10 Canal (TO#310 ARPA funded)

SUMMARY: The Public Works Department needs to make construction improvements that consist of demolition, structural bridge repairs, guardrail, handrail and minor incidental work. The bridge railing and surface structure on the L-10 canal at Davis Road have been severely damaged due to multiple vehicle accidents.

Staff consulted with the structural engineering firm, Alan Gerwig & Associates as a sub to Engenuity Group, to analyze and design the necessary repairs to make the bridge safe for crossing again.

The Village issued an Invitation to Bid (ITB No. 2024B-008) on May 2, 2024, for improvements to Davis Road and Canal 10 bridge. The competitive selection process was completed on May 29, 2024.

The Village received a single bid for the repair work. Given the urgent nature of the repairs, staff recommends that Titan Construction Management, Inc. be awarded ITB #2024B-008 (TO #310), at a cost not to exceed \$298,820.10. The project is ARPA funded.

The Village has not worked with the vendor in the past, but received positive references.

FISCAL IMPACT:

The project is funded through ARPA funds (Task Order #310) at an amount not to exceed \$298,820.10.

ATTACHMENTS:

1. Proposed Resolution No. 2024-30 Titan Construction Management
2. Bid Submittal - Titan Construction Management
3. "Exhibit A" Titan Construction Management, Inc.

RESOLUTION 2024-30

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH TITAN CONSTRUCTION MANAGEMENT, INC. FOR AN AMOUNT NOT TO EXCEED \$298,820.10 FOR THE DEMOLITION, STRUCTURAL BRIDGE REPAIRS, GUARDRAIL, HANDRAIL AND MINOR INCIDENTAL WORK AT DAVIS ROAD AND THE L-10 CANAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must do construction at Davis Road and the L-10 Canal that consists of demolition, structural bridge repairs, guardrail, handrail and minor incidental work; and

WHEREAS, Public Works advertised ITB No. 2024B-008 – Davis Road Bridge Repairs at L-10 Canal Project (Task Order #310) - in the Lake Worth Herald on May 2, 2024; and

WHEREAS, the Davis Road Bridge Repairs at L-10 Canal Project (TO #310), is American Rescue Plan Act (ARPA) funded; and

WHEREAS, Titan Construction Management, Inc., located at 1787 South Pinellas Avenue, Suite #600, Tarpon Springs, FL 34689, submitted a proposal on May 29, 2024; and

WHEREAS, the staff have reviewed and considered the proposal from Titan Construction Management, Inc. and find that it is in the village's best interest to approve the agreement.

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

Section 1: Village of Palm Springs approves the agreement with Titan Construction Management, Inc. for ITB #2024B-008 (TO #310) for construction services in the amount not to exceed \$298,820.10 for construction that consists of demolition, structural bridge repairs, guardrail, handrail and minor incidental work attached hereto as "Exhibit A".

Section 2: This resolution shall become effective immediately upon its passage and adoption.

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

Aye Nay Absent

BEV SMITH, MAYOR

PATTI WALLER, VICE MAYOR

KIM SCHMITZ, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this
11th day of July 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Davis Road Bridge Repairs at L-10 Canal

Bid Number: 2024B-008

Bidders Name: Titan Construction Management LLC

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist
2. ☒ Completed Section 00410 - Bid Form
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☒ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☒ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☒ Completed Section 00451 - Qualifications Statement
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 - Scrutinized Companies
12. ☒ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.

Submit bid documents via Demandstar.com online system.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted (via Demandstar) 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 anything 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	1	LS	25,000. ⁰⁰	25,000. ⁰⁰
2	MAINTENANCE OF TRAFFIC (2%)	1	LS	5,565. ¹⁰	5,565. ¹⁰
3	NPDES COMPLIANCE (SILT FENCE, TURBIDITY BARRIER)	1	LS	8,500. ⁰⁰	8,500. ⁰⁰
4	DEMOLITION	1	LS	31,000. ⁰⁰	31,000. ⁰⁰
5	BRIDGE DECK CONCRETE SURFACE REPAIR	4	SF	1,800. ⁰⁰	7,200. ⁰⁰
6	PEDESTRIAN / BICYCLE RAILING (FDOT INDEX 515-051)	45	LF	555. ⁰⁰	24,975. ⁰⁰
7	TRAFFIC RAILING (FDOT INDEX 521-482)	45	LF	1,200. ⁰⁰	54,000. ⁰⁰
8	TL-2 TRAFFIC RAILING THRIE BEAM RETROFIT CONNECTION	2	EA	9,500. ⁰⁰	19,000. ⁰⁰
9	TL-2 TRAFFIC RAILING THRIE BEAM CONNECTION	2	EA	9,500. ⁰⁰	19,000. ⁰⁰
10	TL-2 GUARDRAIL	164	LF	120. ⁰⁰	19,680. ⁰⁰
11	GUARDRAIL IMPACT HEAD UNIT	4	EA	9,500. ⁰⁰	38,000. ⁰⁰
12	4" THICK CONCRETE SIDEWALK	31	SY	400. ⁰⁰	12,400. ⁰⁰
13	6" THICK CONCRETE SIDEWALK	21	SY	500. ⁰⁰	10,500. ⁰⁰
14	SIGNAGE – OM-3L	2	EA	500. ⁰⁰	1,000. ⁰⁰
15	SIGNAGE – OM-3R	2	EA	500. ⁰⁰	1,000. ⁰⁰
16	SIGNAGE – WEIGHT LIMIT 20 TONS	2	EA	500. ⁰⁰	1,000. ⁰⁰
17	SOD RESTORATION (MATCH EXISTING)	100	SY	60. ⁰⁰	6,000. ⁰⁰
18	UNFORESEEN CONDITIONS ALLOWANCE	1	AL	\$15,000.00	\$15,000.00
TOTAL OF ALL BID ITEMS				\$ 298,820. ¹⁰	

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

\$ 298,820.10

Two hundred and ninety eight thousand eight hundred twenty
dollars and ten cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CC-1516084 [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]

Titan Construction Management LLC

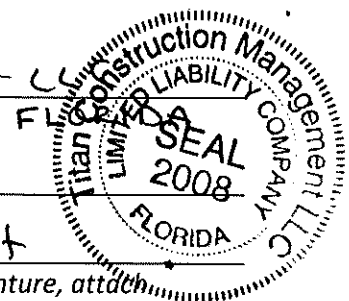
By:

[Signature]

[Printed name]

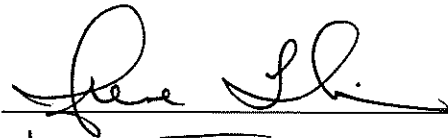
Christopher Stamas, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)



Attest:

[Signature]



[Printed name]

Irene Tirikos

Title:

Authorized Rep

Submittal Date:

5/28/24

Address for giving notices:

1787 S Pinellas Ave., Ste 600

Tarpon Springs, FL 34689

Telephone Number:

(727) 330-2729

Fax Number:

(727) 330-2729

Contact Name and e-mail address:

Irene Tirikos

itirikos@titancivilconstruction.com

Bidder's License No.:

CGC1516086

(where applicable)

BID BOND

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

BIDDER (Name and Address):

Titan Construction Management LLC
1787 S. Pinellas Ave., Suite 600
Tarpon Springs, FL, 34689

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

United Fire & Casualty Company
118 Second Ave., SE
Cedar Rapids, IA, 52401

OWNER (Name and Address):

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

BID

Bid Due Date: 5.29.24

Description: Davis Road Bridge Repair at L-10 Canal

BOND

Bond Number: N/A

Date: 5.29.24

Penal sum Fourteen thousand nine hundred forty one dollars \$ 14,941.00
(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

Titan Construction Management LLC

Bidder's Name and Corporate Seal

By:

Signature

Christopher M. Stamas

Print Name

President

Title

Attest:

Signature

Title Witness

SURETY

United Fire & Casualty Company

Surety's Name and Corporate Seal

Signature (Attach Power of Attorney)

Keith A. Miller

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Witness
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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEITH A. MILLER, JAMES KLINGENSMITH, MONICA BONILLA, BRIAN M. BATTAGLIA, OLIVIA PACHECO, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 28th day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

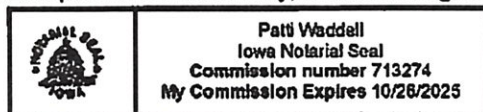
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of June, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

On 28th day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

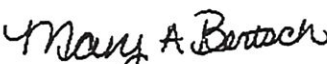



Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 29th day of May, 2024.



By: 
Assistant Secretary,
UF&C & UF&I & FPIC

UNITED FIRE AND CASUALTY COMPANY

P.O Box 73909, Cedar Rapids, IA. 52407

Statement of Financial Condition
As Of December 31, 2023

ASSETS

Bonds	\$780,057,261
Stocks	385,310,556
Real Estate and Equipment	40,933,883
Cash in Banks and Offices and Short Term Investments	227,291,252
Premiums in Course of Collection (less than 90 days old)	344,360,341
Reinsurance and Other Accounts Receivable	65,553,114
Deposits and Other Non Invested Assets	127,678,907
Total Admitted Assets	<u>\$1,971,185,314</u>

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Unearned Premiums	\$314,174,089
Reserve for Claims and Claim Expense	921,471,241
Reserve for Taxes and Expense	<u>100,065,681</u>
Total Liabilities	<u>\$1,335,711,011</u>
Capital Stock and Paid In Capital	\$213,986,808
Surplus Notes	50,000,000
Surplus	371,487,495
Surplus as regards Stockholders	<u>635,474,303</u>
Total	<u>\$1,971,185,314</u>

Securities carried at \$112,004,998 in the above statement are deposited as required by law.

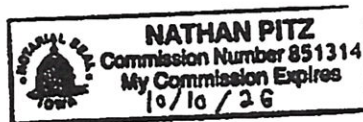
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2023 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$1,971,185,314 and surplus as regards shareholders \$635,474,303.

I, Janice A. Martin, Treasurer of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.


Treasurer

State of Iowa
City of Cedar Rapids } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Iowa in the City of Cedar Rapids, this
21st day of March, 2024.




Notary Public

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) Florida Roadway Guardrail
& Signs

Guardrails

(2) Coastal Construction
Products

Material

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

BIDDER: Titan Construction Management LLC

By: 

Name: Christopher Stamas

Title: President

Date: 5/28/24

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>N/A</u>
2. Special Shoring	\$ <u>N/A</u>

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: Titan Construction Management LLC

By: _____

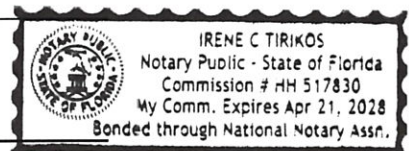
Name: Christopher Starnas

Title: President

Sworn to and subscribed before me this 28th day of May, 2024.

Irene C. Tirikos
Notary Public

My Commission Expires: 4/21/2028



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:

Titan Construction Management LLC

Address:

1787 S Pinellas Ave., Ste 600

Tarpon Springs, FL 34689

2. SUBMITTED TO:

Procurement Office

3. SUBMITTED FOR:

Bid No. 2024B-008

Owner:

Village of Palm Springs

Project Name:

Davis Road Bridge Repairs at
L-10 Canal

TYPE OF WORK:

Bridge Repairs

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Christopher Stankas

Title:

President

Phone:

(727) 330-2729

Email:

cstankas@titancivilconstruction.com

5. **AFFILIATED COMPANIES:**

Name:

N/A

Address:

N/A

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:

N/A

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: _____

Florida

Date of Organization: _____

5/2/2008

Members: _____

Christopher Stamas

☐ JOINT VENTURE

Sate of Organization: _____

N/A

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:

State of Florida

Type of License:

DBPR General Contractor

License Number:

CGC1516086

Jurisdiction:

Pinellas County

Type of License:

Construction

License Number:

I-CGC1516086

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise:

Other ():

9. BONDING INFORMATION

Bonding Company:

United Fire + Casualty Company

Address:

118 Second Ave., SE

Cedar Rapids, IA 52401

Bonding Agent:

L. Calvin Jones + Company

Address:

3744 Starr Centre Drive

Canfield, OH 44406

Contact Name:

Keith Miller

Phone:

(330) 533-1195

Aggregate Bonding Capacity:

\$6,000,000.00

EICDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 4 of 8

Available Bonding Capacity as of date of this submittal: \$4,700,000.00

10. FINANCIAL INFORMATION

Financial Institution: Flagship Bank
Address: 1101 S Pinellas Ave.,
Tarpon Springs, FL 34689
Account Manager: Anna Billitto
Phone: (727) 250-4800

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS will provide if low bidder

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: Carlos Cervantes

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

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):

We use a payroll leasing company.

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	_____

We use a leasing company

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	_____

We use a leasing company

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.

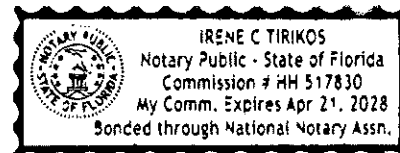
I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Titag Construction Management LLC
BY: [Signature]
TITLE: Christopher Stamas
DATED: 5/28/24

NOTARY ATTEST: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 28th DAY OF May, 2024

NOTARY PUBLIC - STATE OF Florida
MY COMMISSION EXPIRES: 4/21/28



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 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
TE Williams WTP Coating of Filter Basins	Name: Tara Wells Address: 1140 E Parker St. Lakeland, FL 33801 Telephone: 863-834-4780	Name: Weston Haggren Company: DNA Consulting, Inc. Telephone: 863-268-8242	4/1/24	Coating and Repairs	Open	\$1,172,100
	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
Don Pedro Knight Island Bridge - Charlotte County	Name: Jeff Litherland Address: 18500 Murdock Circle Fort Charlotte, FL 33948 Telephone: (941) 575-3632	Name: Company: Telephone:	4/11/23	Bridge Repairs	Complete	\$199,935.01
San Casa Pedestrian Bridge Repairs - Charlotte County	Name: Kelly Slaughter Address: 18500 Murdock Circle Fort Charlotte, FL 33948 Telephone: (941) 575-3657	Name: Company: Telephone:	4/17/23	Bridge Repairs	Complete	\$91,770.00
Pier and Boardwalk Repairs - Charlotte County	Name: Jeff Litherland Address: 18500 Murdock Circle Fort Charlotte, FL 33948 Telephone: (941) 575-3632	Name: Company: Telephone:	6/1/23	Concrete Repairs	Complete	\$49,500.00
Spanish Moss Trail Balling Creek Bridge Repair - Beaufort, SC	Name: Fred Morillo Address: 104 Industrial Blvd Beaufort, SC 29903 Telephone: (843) 986-7501	Name: Company: Telephone:	6/29/23	Bridge Repairs	Complete	\$172,000.00
Humane Care Bridge Repairs Westgroup & Charlotte County	Name: Kelly Slaughter Address: 18500 Murdock Circle Fort Charlotte, FL 33948 Telephone: (941) 575-3657	Name: Company: Telephone:	6/8/23	Bridge Repairs	Complete	\$43,500.00
USACE Manroe Lake Tower Bridge Painting	Name: Jesse Hall Address: 600 DE MILKIE PLACE Louisville, KY 40202 Telephone: (270) 331-7335	Name: Company: Telephone:	6/16/23	Bridge Painting	Complete	\$148,500.00
Franc Ross Park Walking Path - Charlotte County	Name: Lacey Solomon Address: 18500 Murdock Circle Fort Charlotte, FL 33948 Telephone: (941) 618-3238	Name: Company: Telephone:	7/11/23	Concrete Repairs	Complete	\$358,259.00

SCHEDULE B

PREVIOUS EXPERIENCE (Include All Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
USACE Uvero Bridge Painting	Name: James Thomas Address: 819 Taylor St. Fort Worth, TX 76102 Telephone: (817) 222-7110	Name: Company: Telephone:	6/29/25	Bridge Painting	Complete	\$291,000.00
Bridge Repairs to 874353, 874010 and 874311 City of Homestead	Name: Hanley Pacheco Address: 450 SE 6th Ave Homestead, FL 33030 Telephone: (305) 224-4484	Name: Company: Telephone:	3/5/24	Bridge Repairs	Complete	\$265,505.00
Honorable Ian Repairs West County Group 8 Charlottesville County	Name: Jeff Litherland Address: 18500 Murdock Circle Port Charlotte, FL 33948 Telephone: (941) 575-2632	Name: Company: Telephone:	11/23	Bridge Repairs	Complete	\$148,500.00
Village of Tequesta Cleaning, Preparation & Coating of Ground Storage Tanks	Name: Peter Van Sickle Address: 345 Tequesta Dr Tequesta, FL 33469 Telephone: (515) 450-3693	Name: Company: Telephone:	11/5/24	Repairs, Cleaning & Coating of Tanks	Complete	\$58,247.00
DEP Bald Point State Park Bridge Upgrades	Name: Brandon Williams Address: 3800 Commonwealth Blvd Tallahassee, FL 32399 Telephone: (850) 245-2535	Name: Company: Telephone:	5/24	Bridge Repairs	Complete	\$1,700,000.00
St. Lucie County Glades Cut-off Road over SCUMS C-24 Bridge Repairs	Name: Daniel Fintz Address: 2300 Virginia Ave. Fort Pierce, FL 34945 Telephone: (772) 462-2742	Name: Company: Telephone:	3/24	Bridge Repairs	Complete	\$290,247.50
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

[illegible]

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
NONE					

Signed) 
Christopher Starnas, President

00452-1

BIDDER'S STATEMENT

SECTION 00453 NONCOLLUSION

AFFIDAVIT

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

Pursuant to bidding requirements for the work titled "Davis Road Bridge Repairs at L-10 Canal,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Pinellas

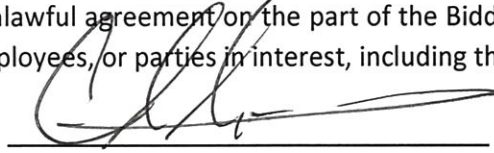
Christopher Stannas, being first duly
(Officer's Name)

sworn, deposes, and says that:

1. He\She is President (officer's title)
of Titan Construction Management LLC (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)



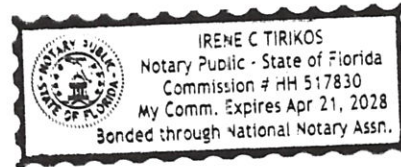
Christopher Stankas, President

Subscribed and sworn to before me

this 28th day of May, 2024



Notary Public



My commission expires 4/21/28

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Titan
Construction Management LLC (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

Christopher Stanas
President

State of:

Florida

County of:

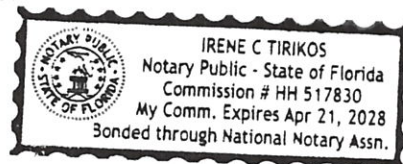
Pineellas

Sworn to and subscribed before me this 18 day of May, 2024 Personally known or Produced
Identification personally known

(Specify Type of Identification)

Signature of Notary

My Commission Expires 4/21/2028



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 Pinellas

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

1. The business address of Titan Construction Management LLC
(firm name of Bidder/Contractor)
is 1787 S Pinellas Ave, Ste 600, Tarpon Springs, FL 34689.
2. My relationship to Titan Construction Management LLC
(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.

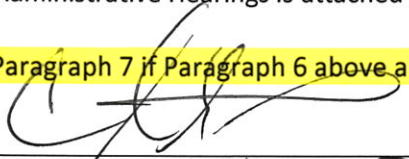
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(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 _____.~~

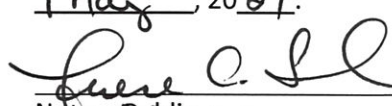
A copy of the order of the Division of Administrative Hearings is attached to this statement.

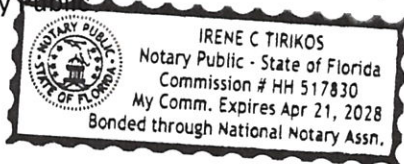
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)


Christopher Starnas, President
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 28th day of

May, 2024.


Notary Public



(affix seal)

My commission expires 4/21/2028

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Christopher Stankas on behalf of Titan Construction Management LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: [Signature]

Name: Christopher Stankas

Title: President

Date: 5/28/24

STATE OF FLORIDA

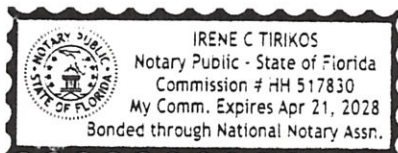
COUNTY OF Pinellas

The foregoing instrument was sworn to (or affirmed) and subscribed before this 28th day of May, 2024, by Christopher Stankas, who is the President of Titan Construction Management LLC, who is personally known to me or who has produced personally known as identification.

NOTARY PUBLIC [Signature]

Printed Name of Notary Irene C. Tirikos

My Commission expires: 4/21/2028



- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

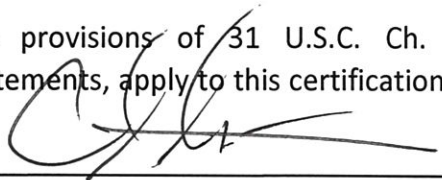
The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that

the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

 Date: 5/28/24
Signature of Contractor's authorized official

(Print name of person signing above) Christopher Stankas
(Print title of person signing above) President

American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Village of Palm Springs by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Village of Palm Springs, according to the City's Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

9. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
10. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
11. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
12. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
13. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
14. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. .

2. Suspension and Debarment. (applies to all purchases.)

- This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.
- This certification is a material representation of fact relied upon by the Village of Palm Springs. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

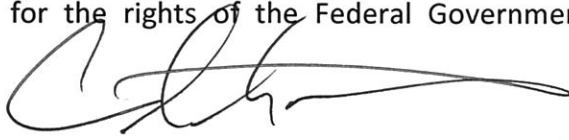
Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

3. Access to Records (applies to all purchases.)

1. The Contractor agrees to provide the Village of Palm Springs, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
2. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

3. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

A handwritten signature in black ink, appearing to read "C. Starnes", with a long horizontal flourish extending to the right.

Christopher Starnes, President 5/28/24

State of Florida

Department of State

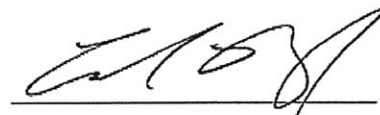
I certify from the records of this office that TITAN CONSTRUCTION MANAGEMENT LLC is a limited liability company organized under the laws of the State of Florida, filed on May 2, 2008.

The document number of this limited liability company is L08000044539.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 19, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of April,
2024*




Secretary of State

Tracking Number: 0862146466CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L03000044539

Entity Name: TITAN CONSTRUCTION MANAGEMENT LLC

Current Principal Place of Business:

1787 S. PINELLAS AVE.
600
TARPON SPRINGS, FL 34689

Current Mailing Address:

1787 S. PINELLAS AVE.
600
TARPON SPRINGS, FL 34689 US

FEI Number: 83-0512074

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

STAMAS, CHRISTOPHER M
1787 S. PINELLAS AVE.
600
TARPON SPRINGS, FL 34689 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: CHRISTOPHER M. STAMAS

01/19/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED MEMBER, PRESIDENT
Name STAMAS, CHRISTOPHER
Address 1787 S. PINELLAS AVE.
600
City-State-Zip: TARPON SPRINGS FL 34689

Title AUTHORIZED REPRESENTATIVE
Name TIRIKOS, IRENE C
Address 1787 S. PINELLAS AVE.
600
City-State-Zip: TARPON SPRINGS FL 34689

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTOPHER STAMAS

PRESIDENT

01/19/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

LD80000044539

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

L. SELLERS

MAY - 5 2008

EXAMINER

Office Use Only



800127231128

05/02/08--01039--025 **160.00

2008 MAY - 2 PM 1:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Titan Construction Management LLC

(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Chris Stamas

(Name of Person)

(Firm/Company)

979 Bayshore Drive

(Address)

Tarpon Springs, FL 34689

(City/State and Zip Code)

For further information concerning this matter, please call:

Chris Stamas

(Name of Person)

at (727) 243-0020

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☒ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street/Courier Address

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Titan Construction Management LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

979 Bayshore Dr
Tarpon Springs, FL 34689

Mailing Address:

979 Bayshore Dr
Tarpon Springs, FL 34689

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Chris Stamas

Name

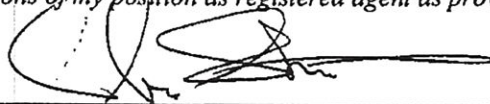
979 Bayshore Drive

Florida street address (P.O. Box **NOT** acceptable)

Tarpon Springs, FL 34689

City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

Page 1 of 2

2008 MAY -2 PM 1:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ARTICLE IV- Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

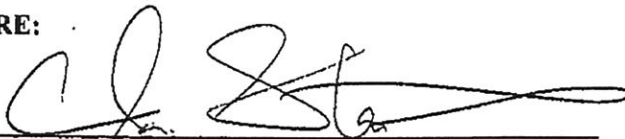
MGR

Chris Stamas
979 Bayshore Dr.
Tarpon Springs, FL 34689

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Chris Stamas
Typed or printed name of signee

Filing Fees:

- \$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
- \$ 30.00 Certified Copy (Optional)
- \$ 5.00 Certificate of Status (Optional)

FILED
2008 MAY -2 PM 1:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/06/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater, FL 33765		CONTACT NAME: Cheyenne Jewell	
		PHONE (A/C, No, Ext): 727 447-6481	FAX (A/C, No):
		E-MAIL ADDRESS: clcerts@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Admiral Insurance Company	NAIC # 24856
		INSURER B : Lloyds of London	555555
		INSURER C : AGCS Marine Insurance Company	22837
		INSURER D : Progressive Express Insurance Company	10193
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
-----------	---------------------	------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CA00005201901	02/22/2024	02/22/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	967219121	03/08/2024	03/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB DED RETENTION \$ 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	Y	Y	GX00000742701	02/22/2024	02/22/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Poll/Professional			B0621PTITA006924	01/31/2024	01/31/2025	2,000,000/3,000,000
B	Excess Poll/Prof			B0621PTITA007024	01/31/2024	01/31/2025	3,000,000/3,000,000
C	Inland Marine			MXI9307982419589	08/16/2023	08/16/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability & Auto insurance and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability & Auto when required by written contract, agreement or (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	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 

DESCRIPTIONS (Continued from Page 1)

permit and subject to the provisions and limitations of the policy.

General Liability is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Excess is follow form

Village of Palm Springs is Additional Insured as respects General Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2024

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 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Joe Flaherty PHONE (A/C, No, Ext): (847) 908-8719 FAX (A/C, No): (847) 440-9126 E-MAIL ADDRESS: Joe.Flaherty@MarshMMA.com
INSURED Impact Staff Leasing, LLC 1315 W. Indiantown Road, 2nd Floor Jupiter FL 33458	IMPASTA-01 INSURER(S) AFFORDING COVERAGE INSURER A: Prescient National Insurance C INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12773

COVERAGES

CERTIFICATE NUMBER: 2005901649

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR 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	\$
							\$
	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)	\$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ Y	WC005000001123	7/15/2023	7/15/2024	X PER STATUTE ☐ OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS : LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

Coverage is extended to the co-employees of Titan Construction Management LLC

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS FL 33461

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

Joe Flaherty

© 1988-2015 ACORD CORPORATION. All rights reserved.



Ron DeSantis, Governor

Melanie S. Griffin, 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

STAMAS, CHRISTOPHER M

TITAN CONSTRUCTION MANAGEMENT LLC

1787 S PINELLAS AVE.

SUITE 600

TARPON SPRINGS FL 34689

LICENSE NUMBER: CGC1516086

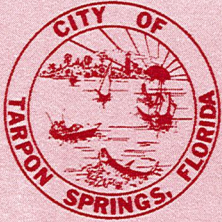
EXPIRATION DATE: AUGUST 31, 2024

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.



CITY OF TARPON SPRINGS

324 EAST PINE STREET
TARPON SPRINGS, FLORIDA 34689

LOCAL BUSINESS TAX RECEIPT

PLEASE POST IN A CONSPICUOUS PLACE

EXPIRES SEPTEMBER 30TH OF YEAR NOTATED IN TAX RECEIPT NUMBER

BUSINESS ADDRESS: 1787 S PINELLAS AVE 600
TAX RECEIPT NUMBER: 24-00053055
CONTRACTOR/GEN./CLASS 'A' - C

153.75
0.00
TOTAL PAID: 153.75

COMMENTS:
RESTRICTIONS:

TITAN CONSTRUCTION MANAGEMENT
1787 S PINELLAS AVE 600
TARPON SPRINGS FL 34689

TARPON SPRINGS FL 34689

BUSINESS ADDRESS: 1787 S PINELLAS AVE 600
TAX RECEIPT NUMBER: 24-00053055
CONTRACTOR/GEN./CLASS 'A' - C

153.75
0.00
TOTAL PAID: 153.75

COMMENTS:
RESTRICTIONS:

TITAN CONSTRUCTION MANAGEMENT
1787 S PINELLAS AVE 600
TARPON SPRINGS FL 34689

TARPON SPRINGS FL 34689



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 07, 2024

TITAN CONSTRUCTION MANAGEMENT LLC
1787 S PINELLAS AVE.
TARPON SPRINGS, FLORIDA 34689

REVISED
RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

BRIDGE PAINTING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, CONCRETE SURFACE SEALER, FIBER WRAP BRIDGE PIERS (OR PILES), GROUT INJECTION, HANDRAILS, JOINT REHAB, PILE JACKETS, RIPRAP, SPALL REPAIRS, TREE REMOVAL, TREE-TRIMMING.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](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.

The company 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 the 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 the company has performed such work.

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,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT Christopher M Stamas
DBA TITAN CONSTRUCTION MANAGEMENT LLC

STATE CERT # I-CGC1516086
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL September 30, 2023
DATE OF ISSUANCE 03/28/2023

I-CGC1516086

*Stamas, Christopher M
821 Virginia Avenue
Tarpon Springs, FL 34689*

*** Please cut out license along lines**

Fred Morillo
Construction Manager
Capital Projects
104 Industrial Village Dr
Building 3
Beaufort, SC 29902
843-255-2938 Office
843-986-7501 Cell

RE: IFB 051723 Spanish Moss Trail Battery Creek Bridge Repair Phase 1
Beaufort, South Carolina
Contract Amount: \$172,000.00

To whom it may concern:

I am writing to highly recommend Titan Construction Management LLC and their team for their outstanding performance in carrying out a critical bridge piling repair project for Beaufort County, South Carolina. The project involved the demolition and installation of fiberglass reinforced plastic pile jackets on deteriorated bridge pilings, and I am pleased to say that Titan completed the work well ahead of schedule and with exceptional quality.

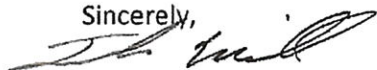
The scope of work required a high level of expertise and skill in the marine environment. Titan demonstrated their competence by efficiently managing the project's complexities and executing it with precision. Their team showcased a deep understanding of the unique challenges posed by marine construction, and their proactive approach in handling these issues was truly impressive.

Titan's communication throughout the project was excellent and maintained constant dialogue with the Beaufort County team, addressing concerns promptly, providing regular progress updates, and collaborating seamlessly. Their professionalism in managing communications ensured that all stakeholders were well-informed and on the same page, contributing to a harmonious working relationship. The onsite crew was also exceptional at answering any questions that Beaufort County had during the project and communicating with the public.

Furthermore, I would like to emphasize that Titan exceeded our expectations by completing the project ahead of schedule. This not only saved valuable time but also minimized disruptions to the local community, which is a testament to their exceptional project management skills and dedication to meeting project deadlines.

In summary, I am very pleased with Titan Construction's performance on this project regarding exemplary workmanship, project management skills, and commitment to client satisfaction. We will use Titan Construction Management LLC on future projects in Beaufort County when the opportunity arises. If you have any further questions or need additional information, please do not hesitate to contact me at fred.morillo@bcgov.net or (843) 986-7501.

Sincerely,



Fred Morillo



October 11, 2023

RE: BID NO. 2023000334 Don Pedro Knight Island Bridge Rehabilitation
Charlotte County, Florida
Contract Amount \$199,935.01

To whom it may concern:

I am writing to highly recommend Titan Construction Management LLC for any construction or infrastructure-related project. It is with great pleasure that I provide this reference letter, as Titan Construction has consistently demonstrated exceptional competence, professionalism, and a commitment to excellence throughout their engagement with Charlotte County.

We engaged Titan Construction to undertake a multifaceted project that included concrete spall repair, bridge deck joint repair, bearing pad work, guardrail replacement, asphalt patching, and painting. The scope of this project was significant and required a contractor with a diverse skill set and a strong track record in the field.

From the outset, Titan Construction impressed us with their expertise and professionalism. They assembled a skilled team of employees who displayed a profound understanding of their respective tasks. Their ability to coordinate the various aspects of the project was executed flawlessly, resulting in a well-integrated and efficient operation.

One of the standout qualities of their performance was dealing with unforeseen field conditions. When unexpected challenges arose, they worked closely with our team to swiftly adapt to the evolving circumstances. This flexibility and willingness to accommodate changes without compromising the project's quality and timeline were highly commendable.

Additionally, Titan Construction demonstrated a strong commitment to adhering to project schedules and deadlines. They not only completed the project ahead of schedule but also ensured that the quality of work exceeded our expectations. Their dedication to meeting and, in many cases, surpassing project requirements showcased their dedication to customer satisfaction.

In summary, Titan Construction is a contractor of the highest caliber, delivering superior workmanship, skilled employees, and a commitment to excellence. Their ability to manage and

execute a diverse range of construction tasks, coupled with their flexibility in handling unforeseen challenges, sets them apart as an outstanding contractor.

If you have any questions or require further information regarding our experience working with Titan Construction, please do not hesitate to contact me. I am more than willing to provide additional details or insights into their exemplary performance.

Litherland,
Jeff

Digitally signed by
Litherland, Jeff
Date: 2023.10.11 13:21:05
-04'00'

Jeff Litherland, P.E.
Charlotte County Public Works
410 Taylor Street, Unit 104
Punta Gorda, FL 33950
P: 941-575-3660
Jeff.Litherland@charlottecountyfl.gov

CHRISTOPHER STAMAS

1787 S. Pinellas Ave., Suite 600, Tarpon Springs, Florida, 34689 (727)330-2729 cstamas@titancivilconstruction.com

PROFESSIONAL EXPERIENCE

TITAN CONSTRUCTION MANAGEMENT LLC (present) Tarpon Springs, FL, was the owner and managing partner of both Paragon Construction Services of America Inc. and Southern Road and Bridge, LLC. Through the years we have successfully completed a substantial amount of sizeable contracts for federal, state, and local agencies including the US Army Corps and many state departments of transportation. Our projects consisted of a wide array of services including steel and concrete repairs, bridge and dam repairs, abrasive blasting, industrial coatings, underground utilities, landscape/streetscape, and paving and site work.

PARAGON CONSTRUCTION SERVICES OF AMERICA INC. Slidell, Louisiana **TITAN CONSTRUCTION MANAGEMENT LLC** was a partner on several large-scale projects for the US Army Corps of Engineers and the Louisiana Department of Transportation from 2019 through 2022.

SOUTHERN ROAD AND BRIDGE, LLC (SRB) was a partnership between **PAPPAS CIVIL CONTRACTORS, LLC (PCC)** AND **TITAN CONSTRUCTION MANAGEMENT, LLC (TCM)** Tarpon Springs, FL. From 2012 through 2019, TCM & PCC have successfully completed over 30 million dollars in construction projects for government agencies throughout the country.

Owner

I have overseen all aspects of the daily operations of our construction company, both in the office and in the field. Duties included, but not limited to:

- ❖ General contracting professional
- ❖ Identifying upcoming projects of interest
- ❖ Review contract plans and specs
- ❖ Estimating and Bidding
- ❖ Soliciting subcontractors for quotes
- ❖ Managing all aspects of projects, including scheduling of all subcontractors
- ❖ Payment of subcontractor and suppliers
- ❖ Updating/applying for qualifications and certifications
- ❖ Working with the bonding, payroll, and insurance companies
- ❖ Insure timely completion of all projects
- ❖ Coordinated and managed multiple crews

PIONEER DEVELOPERS OF AMERICA/ATLANTIS CONSTRUCTION Tarpon Springs, FL (July 2005 – 2012)
A large-scale residential developer throughout the state of Florida.

Project Manager

Over the course of my 7-year tenure, I managed 3 large multifamily and single-family home developments from site selection to final closeout. I completed over \$6 million of civil infrastructure work for Atlantis Construction over the course of 3 years.

- ❖ Built and sold over 500 homes
- ❖ Performed all aspects of scheduling subcontractors and suppliers.
- ❖ Dealing with permitting & inspections

SUPERIOR FIBERGLASS Tarpon Springs, Florida (July 2000 – 2005) A fiberglass roof and decking company

Owner

Successfully completed over 1,000 fiberglass deck and roof jobs for individual homeowners and development companies alike. Sold the business in 2005.

RELEVANT LICENSES

Florida General Contractor CGC1516086

Titan Construction Management LLC

1787 S. Pinellas Ave., Suite 600, Tarpon Springs, FL 34689

Name and Title: **Carlos Cervantes – Foreman/Safety and Health Officer/Competent Person**

Years of experience: 25 years

Education: High School

Certifications: Forklift/Telehandler Certified Scaffold Safety
OSHA 30 for Construction CPR/ First Aid
Fall Protection Competent Person

Experience: Mr. Cervantes has over 25 years working as a Foreman/Safety and Health Officer and Competent Person – Rigging, abrasive blasting, painting and repairs on major bridge, Tainter gates, tanks, and dam projects, for the state and USACE.

Projects included:

2023 USACE- Monroe Lake Tower Bridge Painting

2023 Beaufort County, SC Battery Creek Bridge Repair

2023 Charlotte County-Pier and Boardwalk Repairs

2023 Charlotte County-Don Pedro Bridge Repairs

2021-2022 USACE Deer Creek Dam

2020-2021 USACE – Louisville District, Olmsted Bulkhead Painting (100,000 sf abrasive blasted and painted)

2020-2021 LADOTD Lift Bridge

2020 City of Fort Lauderdale 5-million-gallon Tank Recoat

2019-2020 SCDOT & NCDOT- I-75 and Various State Roads-8 bridges blast/painted, concrete repairs

2019 City of Tallahassee 500,000-gallon Tank Repair and Recoat

2018 City of Tallahassee 1million gallon Tank Repaint

2017-2018 LADOTD I-10 6 Bridges blast/painted, concrete repairs

2016 MDOT I-40 6 Overpass Bridges blast/painted

2015 LADOTD I-10 - 19 Bridges blast/painted, concrete repairs

2014 NYSDOT 13 Various overpass bridges ballast/paint

2103 MassDOT Annisquam River Bridge blast/painted

2012 FDOT Treasure Island Causeway blast/painted, concrete repairs

Titan Construction Management LLC

1787 S. Pinellas Ave., Suite 600, Tarpon Springs, FL 34689 (727) 330-2729 office gmoutzalias@titancivilconstruction.com

Name and Title: **George Moutzalias– Superintendent**

Years of experience: 30 years

Education: Bachelor of Science Degree (1997)
Eastern Michigan University, Ypsilanti, Michigan
Construction Management Major

Certifications: NACE Coating Inspector Level 2
AMPP Quality Control Supervisor
Scaffold Safety
Fall Protection Competent Person

Experience: With over 30 years' experience, and a bachelor's degree in construction management, experienced coating professional in industrial and marine structures – Rigging, abrasive blasting, painting, and repairs on major bridges, Tainter gates, dams, and industrial tank projects for cities, counties, states and USACE.

2023-Present Titan Construction Management LLC Tarpon Springs, Florida
Superintendent

Responsible for all field operations and managing employees. NACE Level 2 Coatings Inspector, Quality Control Supervisor, certified Competent person.

2007-2023 E.J. Chris Contracting, Inc. Bradenton, Florida
Project Manager

Oversees all projects and manages field foreman. Responsible for generating project estimates and schedules. Certified Competent person and experienced in lead abatement.

2003-2007 Progress Company Romulus, Michigan
Blaster/Painter Foreman

Abrasive blasting and painting of various bridges throughout the state of Michigan for the DOT

2002-2003 J. Colon Coatings Corona, California
Painter

Cleaned and painted various storage tanks

1992-2002 G & M Enterprises Riverview, Michigan
Project Manager

Managed industrial coating projects primarily on water towers, bridges and tanks

Projects included:

2023 USACE Waco Bridge Painting

2023 USACE- Monroe Lake Tower Bridge Painting

2023 Beaufort County, SC Battery Creek Bridge Repair

2023 Charlotte County-Pier and Boardwalk Repairs

2023 Charlotte County-Don Pedro Bridge Repairs

2022-2023 City of Bellevue Reservoir

2020 City of Fort Lauderdale, FL 5 million Gallon GST Recoat and Repair

2019 City of Tallahassee, FL 1 million Gallon EST Recoat

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
Titan Construction Management LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Davis Road Bridge Repairs at the L-10 Canal.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Davis Road Bridge Repairs at the L-10 Canal

ARTICLE 3 - ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Engenuity Group, Inc.
- 3.02 The Owner has retained Engenuity 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 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 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: \$ N/A.

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
1	MOBILIZATION	1	LS	25,000.00	25,000.00
2	MAINTENANCE OF TRAFFIC	1	LS	5,565.10	5,565.10
3	NPDES COMPLIANCE	1	LS	8,500.00	8,500.00
4	DEMOLITION	1	LS	31,000.00	31,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
5	BRIDGE DECK CONCRETE SURFACE REPAIR	4	SF	1,800.00	7,200.00
6	PEDESTRIAN / BICYCLE RAILING	45	LF	555.00	24,975.00
7	TRAFFIC RAILING	45	LF	1,200.00	54,000.00
8	TL-2 TRAFFIC RAILING THRIE BEAM RETROFIT CONNECTION	2	EA	9,500.00	19,000.00
9	TL-2 TRAFFIC RAILING THRIE BEAM CONNECTION	2	EA	9,500.00	19,000.00
10	TL-2 GUARDRAIL	164	LF	120.00	19,680.00
11	GUARDRAIL IMPACT HEAD UNIT	4	EA	9,500.00	38,000.00
12	4" THICK CONCRETE SIDEWALK	31	SY	400.00	12,400.00
13	6" THICK CONCRETE SIDEWALK	21	SY	500.00	10,500.00
14	SIGNAGE – OM-3L	2	EA	500.00	1,000.00
15	SIGNAGE – OM-3R	2	EA	500.00	1,000.00
16	SIGNAGE – WEIGHT LIMIT 20 TONS	2	EA	500.00	1,000.00
17	SOD RESTORATION	100	SY	60.00	6,000.00
18	UNFORESEEN CONDITIONS ALLOWANCE	1	AL	15,000.00	15,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$298,820.10

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 Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$298,820.10.
- C. 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.

- 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 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

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 7 sheets with each sheet bearing the following general title: Davis Road Bridge Over L-10 Canal Repairs **[or]** the Drawings listed on the attached sheet index.
 9. Addenda (numbers 0 to 0, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 60, 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 Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 Governing Law and Remedies

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 Office of the Inspector General

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 Public Records

- A. The CONTRACTOR shall comply with Florida's Public Records 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 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.10 Insurance

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
 - a. State Statutory
 - b. Applicable Federal Statutory
 - c. Employer Liability:

Bodily injury, each accident	\$1,000,000
Bodily injury by disease, each employee	\$500,000

Bodily injury/disease aggregate	\$1,000,000
d. Foreign voluntary worker compensation	Statutory

1. 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

2. 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

3. 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

4. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

- a. Village of Palm Springs

10.11 Audit by Village

- A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 Copies of Data/Documents

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 Ownership

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 Limitations of Liability

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 Enforcement Costs

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 Copyrights and/or Patent Rights

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 Protection of Property

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 Damage to Persons or Property

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 Discrimination

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 Construction Defects

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 Public Entity Crimes

- A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.22 Scrutinized Companies

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 E-Verify

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

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:

By: Beverly Smith

Title: Mayor

Attest: _____

Title: Village Clerk

Approved
as to
Form: _____

Title: Village Attorney

Address for giving notices:

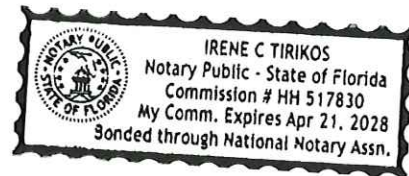
226 Cypress Lane

Palm Springs FL, 33461



Attest: Irene C. Tirikos

Title: Notary Public



Address for giving notices:

1787 S. Pinellas Ave., Suite 600

Tarpon Springs, FL 34689

License No.: CGC1516086
(where applicable)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N. Starcrest Drive Clearwater, FL 33765	CONTACT NAME: Cheyenne Jewell PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): E-MAIL ADDRESS: clcerts@MarshMMA.com														
INSURED Titan Construction Management LLC 1787 S. Pinellas Ave., Suite 600 Tarpon Springs, FL 34689	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Admiral Insurance Company</td> <td data-bbox="1433 453 1563 480">24856</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Lloyds of London</td> <td data-bbox="1433 480 1563 508">555555</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : AGCS Marine Insurance Company</td> <td data-bbox="1433 508 1563 535">22837</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D : Progressive Express Insurance Company</td> <td data-bbox="1433 535 1563 562">10193</td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E :</td> <td data-bbox="1433 562 1563 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1563 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : Lloyds of London	555555	INSURER C : AGCS Marine Insurance Company	22837	INSURER D : Progressive Express Insurance Company	10193	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Admiral Insurance Company	24856														
INSURER B : Lloyds of London	555555														
INSURER C : AGCS Marine Insurance Company	22837														
INSURER D : Progressive Express Insurance Company	10193														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CA00005201901	02/22/2024	02/22/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	967219121	03/08/2024	03/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	GX00000742701	02/22/2024	02/22/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	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 \$
B	Poll/Professional			B0621PTITA006924	01/31/2024	01/31/2025	2,000,000/3,000,000
B	Excess Poll/Prof			B0621PTITA007024	01/31/2024	01/31/2025	3,000,000/3,000,000
C	Inland Marine			MXI9307982419589	08/16/2023	08/16/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability & Auto insurance and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability & Auto when required by written contract, agreement or (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

DESCRIPTIONS (Continued from Page 1)

permit and subject to the provisions and limitations of the policy.

General Liability is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Excess is follow form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2024

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 20 North Martingale Road Schaumburg IL 60173		CONTACT NAME: Joe Flaherty PHONE (A/C, No, Ext): (847) 908-8719 E-MAIL ADDRESS: Joe.Flaherty@MarshMMA.com		FAX (A/C, No): (847) 440-9126
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Prescient National Insurance C		12773
INSURED Impact Staff Leasing, LLC 1315 W. Indiantown Road, 2nd Floor Jupiter FL 33458		IMPASTA-01		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1728420871**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	\$
								\$
	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)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N ☐ N/A			WC005000001124	7/15/2024	7/15/2025	X PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

Coverage is extended to the co-employees of Titan Construction Management LLC

CERTIFICATE HOLDER**CANCELLATION**VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS FL 33461

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

PERFORMANCE BOND

CONTRACTOR (name and address):

Titan Construction Management LLC
1787 S. Pinellas Ave., Suite 600
Tarpon Springs, FL, 34689

SURETY (name and address of principal place of business):

United Fire & Casualty Company
118 Second Ave., SE
Cedar Rapids, IA, 52401

OWNER (name and address):

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$298,820.10

Description (name and location):

Davis Road Bridge Repairs at L-10 Canal

BOND

Bond Number: 54260906

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$298,820.10

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

Titan Construction Management LLC

Contractor's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

United Fire & Casualty Company

Surety's Name and Corporate Seal

By:

Signature (attach power of attorney)

Print Name

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1¹ Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

Titan Construction Management LLC
1787 S. Pinellas Ave., Suite 600
Tarpon Springs, FL, 34689

SURETY (name and address of principal place of business):

United Fire & Casualty Company
118 Second Ave., SE
Cedar Rapids, IA, 52401

OWNER (name and address):

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$298,820.10

Description (name and location):

Davis Road Bridge Repairs at L-10 Canal

BOND

Bond Number: 54260906

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$298,820.10

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

Titan Construction Management LLC

Contractor's Name and Corporate Seal

By: _____

Signature

Christopher Stankas

Print Name

President

Title

Attest: _____

Signature

Witness

Title



United Fire & Casualty Company

Surety's Name and Corporate Seal

By: _____

Signature (attach power of attorney)

Keith A. Miller

Print Name

Attorney-In-Fact

Title

Attest: _____

Signature

Witness

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. 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 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 satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEITH A. MILLER, JAMES KLINGENSMITH, MONICA BONILLA, BRIAN M. BATTAGLIA, OLIVIA PACHECO, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 28th day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

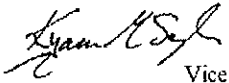
This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

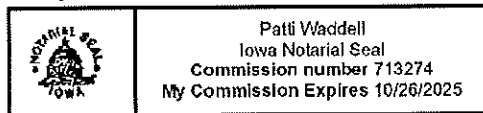
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 28th day of June, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

On 28th day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

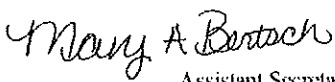



Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereto subscribed my name and affixed the corporate seal of the said Corporations
this 1st day of July, 2024.



By: 
Assistant Secretary,
UF&C & UF&I & FPIC

UNITED FIRE AND CASUALTY COMPANY

P.O Box 73909, Cedar Rapids, IA. 52407

Statement of Financial Condition
As Of December 31, 2023

ASSETS

Bonds	\$780,057,261
Stocks	385,310,556
Real Estate and Equipment	40,933,883
Cash in Banks and Offices and Short Term Investments	227,291,252
Premiums in Course of Collection (less than 90 days old)	344,360,341
Reinsurance and Other Accounts Receivable	65,553,114
Deposits and Other Non Invested Assets	127,678,907
Total Admitted Assets	<u>\$1,971,185,314</u>

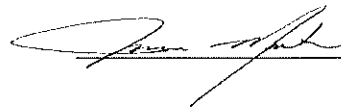
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Unearned Premiums	\$314,174,089
Reserve for Claims and Claim Expense	921,471,241
Reserve for Taxes and Expense	<u>100,065,681</u>
Total Liabilities	<u>\$1,335,711,011</u>
Capital Stock and Paid In Capital	\$213,986,808
Surplus Notes	50,000,000
Surplus	371,487,495
Surplus as regards Stockholders	<u>635,474,303</u>
Total	<u>\$1,971,185,314</u>

Securities carried at \$112,004,998 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2023 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$1,971,185,314 and surplus as regards shareholders \$635,474,303.

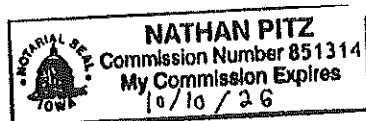
I, Janice A. Martin, Treasurer of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.

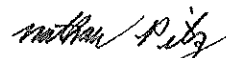

Treasurer

State of Iowa

City of Cedar Rapids } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Iowa in the City of Cedar Rapids, this 21st day of March, 2024.




Notary Public



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Parks & Recreation

ITEM #5: Replacement of Fitness Equipment and installation of other accessories at Frost Lake Park.

SUMMARY: Upgrading the fitness equipment at Frost Lake Park is essential to improving the fitness experience for park users. The cost of the replacement and installation (\$47,719.83) is covered by a Florida Recreation Development Assistance Program (FRDAP) grant received by the Village.

If approved, the Village will accept Playcore Wisconsin, Inc. d/b/a Gametime's pricing through a cooperative purchasing agreement based on the Omnia Partners Contract with City of Charlotte (RFP #269-2017-0281; Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories, and Related Products and Services), including all terms, conditions, and pricing therein. The agreement is on file in the Village Clerk's Office.

According to the Village's Purchasing Code, Section 58-8, the Village is allowed to participate in cooperative purchasing agreements, which may involve joint or multi-party contracts between government entities. Purchases made through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements outlined in the purchasing code. However, any Village purchases from a cooperative purchasing agreement with an anticipated total value of more than \$35,000.00 must be approved by the Council.

The replacement of fitness equipment is expected to be completed within 90 days of the Village's receipt of the Purchase Order.

The proposed agreement was drafted by the Village Attorney and reviewed by the Parks and Recreation Director, Public Works Director, Public Service Project Manager, Assistant Village Manager, and Finance Director.

The Village has had previous positive experiences working with the vendor in terms of service and product quality.

FISCAL IMPACT:

The total estimated/actual project cost is \$50,000. A budget amendment will be made before the end of the Fiscal Year. Cost is covered by a \$50,000 FRDAP Grant Agreement (A24072).

ATTACHMENTS:

1. Game Time Cooperative Agreement 7.5.24
2. Frost Lake Quote

AGREEMENT FOR GOODS AND SERVICES
(Frost Lake Park – Fitness Trail)

This Agreement for Goods and Services (“Agreement”) is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation (“VILLAGE”), and **PLAYCORE WISCONSIN, INC. d/b/a GameTime**, a corporation authorized to do business in the State of Florida with a fictitious name registration, c/o Dominica Recreation Products, Inc., PO Box 520700, Longwood, FL 32752-0700 (“VENDOR”).

RECITALS

WHEREAS, the VILLAGE’s Parks and Recreation Department is in need of replacement workout equipment and facilities for Frost Lake Park Fitness Trail services; and

WHEREAS, the City of Charlotte, North Carolina, acting as the Contracting Agent issued a Request for Proposals for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories, and Related Products and Services (RFP #269-2017-028) (“RFP”), which RFP was awarded to the VENDOR based on its response to the same; and

WHEREAS, the VILLAGE is able to purchase from the City of Charlotte awarded RFP with VENDOR based on the Master Intergovernmental Cooperative Purchasing Agreement offered through Omnia Partners (“MICPA”); and

WHEREAS, the VILLAGE obtained a quote from the VENDOR based on the MICPA for the needed goods and services; and

WHEREAS, the VILLAGE desires to accept the VENDOR’s quote based on the MICPA; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE’s Purchasing Code and serves a valid public purpose.

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. MICPA, Effective Date, and Term. The MICPA 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 Participating Public Agencies under the MICPA. The effective date of this Agreement is the date this Agreement is approved by the Village Council.
3. Goods and Services. The VENDOR shall provide the Village with goods and services set forth in **Exhibit “A”**, which is attached hereto. The VILLAGE’s ordering mechanism for the goods and services shall be a VILLAGE issued Purchase Order. The scope of goods and services to be provided by the VENDOR and the compensation to be paid by the VILLAGE to the VENDOR shall be set forth in the VILLAGE issued Purchase Order consistent with Exhibit “A”; however, the terms and conditions of the Purchase Order shall not apply. The VENDOR shall not provide any goods or services which are outside the scope of the issued Purchase Order and the VENDOR shall not exceed the expressed amounts stated in the same.

4. Not to Exceed Amount for Goods and Services. The total value of goods and services to be provided by the VENDOR under this Agreement shall not exceed **Forty-Seven Thousand Seven Hundred Nineteen Dollars and Eighty-Three Cents (\$47,719.83)**. If any additional costs are to be invoiced by the VENDOR (including any of its subcontractors), the VILLAGE must approve such additional costs in writing prior to the VILLAGE becoming responsible for such additional costs. Failure to obtain the VILLAGE's prior written approval will result in the VENDOR being responsible for all additional costs.

5. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, the MICPA, and Exhibit "A". The aforementioned documents 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 above documents, the terms and conditions of this Agreement shall take precedence.

6. Miscellaneous Provisions.

6.1 *Successors and Assigns.* 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 this Agreement.

6.2 *Insurance.* VENDOR shall maintain the insurance as required in MICPA applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured. VENDOR's subcontractors (including its installers) shall provide the same insurance coverage as VENDOR and as required by this provision.

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

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

6.5 *Entire Agreement; Amendment.* This Agreement supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

6.6 *Lien Rights.* The VENDOR shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

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

extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

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

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

6.10 *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:

- (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 Agreement and following completion of this Agreement if the VENDOR does not transfer the records to the VILLAGE.
- (4) Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

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

6.12 *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. VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.13 *Notices.* Except for Service Requests, which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

6.14 *Taxes.* 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.

6.15 *No Consequential Damages.* Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

6.16 *Execution/Delivery.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

6.17 *Authorized Signatory.* By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the VENDOR to enter this Agreement and bind the VENDOR to this Agreement.

7. Public Entity Crimes, E-Verify, Scrutinized Companies, and .

7.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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.

7.2 If applicable to the VENDOR, pursuant to Section 448.095(5), Florida Statutes, the VENDOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

7.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Agreement if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7.4 The VENDOR, by signing this Agreement as set forth below, attests that the VENDOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Goods and Services (Frost Lake Park – Fitness Trail) as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

VENDOR:

PLAYCORE WISCONSIN INC. d/b/a GameTime

[Corporate Seal]

By: _____
Print Name: _____
Print Position: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___online notarization on this ___ day of _____, 2024, by _____ of PLAYTIME WISCONSIN, INC, d/b/a GameTime, a corporation, authorized to do business in the State of Florida under a fictitious name, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the VENDOR to the same.

Notary Seal:

Notary Public Signature

EXHIBIT “A”
(Goods and Services Scope)



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

06/11/2024
Quote #
106514-01-03

Frost Lake Park ~ Fitness Trail (3 Stops)

Village of Palm Springs
Attn: Garrett Pearson
226 Cypress Lane
Palm Springs, FL 33461
Phone: 561-584-8200 Ext. 8453
gpearson@vpsfl.org

Ship to Zip 33461

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		- <i>Site access for construction equipment and staging area must be provided by owner.</i>				
1	INSTALL	5-Star Plus - Removal of Existing Fitness Equipment (4 Stations)- <i>Includes disposal</i>			\$2,450.00	\$2,450.00
1	132711	GameTime - Chest Press - Ada (In-Ground Mount)- <i>Summer Fitness Discount Applied for order received by July 31st, 2024</i> <i>[Accent:_____][Basic:_____]</i>	\$8,165.00	35.00	\$5,307.25	\$5,307.25
1	132721	GameTime - Lat Pull Down - Ada (In-Ground Mount)- <i>Summer Fitness Discount Applied for order received by July 31st, 2024</i> <i>[Accent:_____][Basic:_____]</i>	\$8,193.00	35.00	\$5,325.45	\$5,325.45
1	135591	GameTime - Leg Press (Single)- <i>Summer Fitness Discount Applied for order received by July 31st, 2024</i> <i>[Accent:_____][Basic:_____]</i>	\$6,194.00	35.00	\$4,026.10	\$4,026.10
1	149251	GameTime - Accessible Hand Cycle (In-Ground)- <i>Summer Fitness Discount Applied for order received by July 31st, 2024</i> <i>[Basic:_____]</i>	\$7,139.00	15.20	\$6,053.88	\$6,053.88
2	T1031	GT-Site - 6' LEAF BENCH THERMOCOAT IG <i>[RB Frame PC:_____][RB Slat TP:_____]</i>	\$1,109.00	16.00	\$931.56	\$1,863.12
1	38028	GameTime - Way Find Sign <i>[Basic:_____]</i>	\$258.00	16.00	\$216.72	\$216.72
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings			\$1,250.00	\$1,250.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>			\$11,985.00	\$11,985.00
505	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)- <i>Does not include removal of spoils</i>			\$1.40	\$707.00
505	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)			\$1.75	\$883.75
22	EWf-Bulk	GT-Impax - Engineered Wood Fiber - Per Cubic Yard- <i>ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i> <i>3 Sites approx 505 sf @ 8" compacted depth</i>	\$57.13	17.99	\$46.85	\$1,030.70
1	INSTALL	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>			\$650.00	\$650.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>			\$1,400.00	\$1,400.00



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

06/11/2024
Quote #
106514-01-03

Frost Lake Park ~ Fitness Trail (3 Stops)

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
Sub Total						\$43,148.97
Freight						\$4,570.86
Total						\$47,719.83

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

06/11/2024
Quote #
106514-01-03

Frost Lake Park ~ Fitness Trail (3 Stops)

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$47,719.83**



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Parks & Recreation

ITEM #6: Professional Services Agreement for Grant Consultation Services - (FY 23-24 Budget Funded) - RMPK Funding, Inc

SUMMARY: This item is to seek approval for renewing the professional services agreement with RMPK Funding, Inc., in order to continue providing grant consultation services for the Village. RMPK Funding, Inc. has a proven track record of success in securing grants and funding for the Village, having collaborated with various departments and supporting numerous village initiatives over the past several years, including assisting with the Village's Local Mitigation Strategy efforts.

RMPK Funding, Inc. has been an instrumental partner for the Village, offering expertise in identifying, applying for, and securing grants that support key projects and initiatives. Their comprehensive understanding of our village's needs, objectives, and operational structure has enabled them to tailor their services effectively, ensuring a high success rate in grant acquisition.

Given RMPK Funding, Inc.'s exemplary performance, deep understanding of our village operations, and their critical role in securing funding for our projects, staff recommends that the Village Council approve the renewal of the professional services agreement for grant consultation services with RMPK Funding, Inc.

FISCAL IMPACT:

Funding to support this contract will be available within the fiscal operating budgets - General Fund and other Village Funds on an annual basis.

ATTACHMENTS:

1. RMPK- Professional Services Agreement
2. 2024 RMPK Grant Cost Listing

**PROFESSIONAL SERVICES AGREEMENT
(Grant Application Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, 2024, by and between the **Village of Palm Springs**, Florida, a municipal corporation (“Village”), and **RMPK FUNDING, INC.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, the Village is in need of a consultant to provide grants application services to assist the VILLAGE in its effort to apply for and obtain grant funding; and

WHEREAS, the Consultant has significant experience in assisting municipal organizations in grant application services including prior assistance to the Village and other South Florida municipalities; and

WHEREAS, the Consultant has provided the Village with a written price proposal to provide the Village with grant application services; and

WHEREAS, the Village’s procurement code, section 58-3, authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection provided the contract is approved by the Village Council (anticipated cost to exceed \$35,000); and

WHEREAS, the Village desires to accept the Consultant’s price proposal in order for CONSULTANT to render the services to the Village as provided herein; and

WHEREAS, the Consultant further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of grant application services by Consultant to the Village; and,

WHEREAS, the VILLAGE finds entering this Agreement with the Consultant serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the services of the Consultant, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the Consultant’s price proposal which is attached hereto as **Exhibit “A”** and incorporated herein, the Consultant shall provide on-demand consulting support related to grant application services, compliance, and related professional services. Ryan A. Ruskay shall serve as the Consultant’s project coordinator. The Village Manager or designee shall serve as the Village’s project coordinator.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall

have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

(a) Term. The term of this Agreement shall commence upon the approval of this Agreement by Village Council and shall be for the period of three (3) years unless earlier terminated as stated herein. The term will automatically renew for two (2)one (1) year terms unless earlier terminated as stated herein.

(b) Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth by the Village and as agreed to by the Consultant.

(c) Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

(d) Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

(e) Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

(f) Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.
3. Continue and complete all parts of the services that have not been terminated.

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Purchase Order(s). This Agreement does not guarantee that the Village will request services from the Consultant. If the Village requests services from the Consultant, the Village's ordering mechanism for the scope of services to be performed under this Agreement shall be by a Village Purchase Order consistent with the Consultant's price proposal (Exhibit "A") or as otherwise agreed by the Parties; however, the terms and conditions stated in a Village Purchase Order shall not apply. Consultant shall not exceed amounts expressed on any Purchase Order. Note that 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.

(b) Invoices. The Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement and an issued purchase order in the previous month. The invoices shall specify the services performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice. Invoices shall be submitted to:

Village of Palm Springs
Attn: Finance Department
226 Cypress Lane
Palm Springs, FL 33461

(c) Payments. The Village agrees to compensate the Consultant in accordance with the Village issued Purchase Order(s); **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) per year.** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Village under this Agreement and not set forth in a Village issued Purchase Order.

SECTION 6: INDEMNIFICATION. The Consultant shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this

Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates

shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 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.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the VILLAGE under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

RMPK Funding Inc.
601 Heritage Drive #402
Jupiter, FL 33458

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and VILLAGE may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village Council. The Effective Date is the date this Agreement is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit

in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, Exhibit "A" and Village issued Purchase Order(s) for the Consultant's services. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the remaining documents, the Village issued Purchase Order shall prevail with this Agreement next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in a Village issued Purchase Order shall become the property of the Village. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The 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 Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

(d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the 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 Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 36: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 37: SCRUTINIZED COMPANIES, E-VERIFY AND COERCION FOR LABOR.

(a) The Consultant certifies that it and its subconsultants 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 Consultant or any of its subconsultants are found to have submitted a false certification; or if the Consultant or any of its subconsultants, 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 Consultant shall comply with all requirements of Section 448.095, Florida Statutes, as applicable, including without limitation, the Consultant registering with and use the E-Verify system to verify the work authorization status of all newly hired employees and requiring 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. 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.

(c) The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Grant Application Services) as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

CONSULTANT: **RMPK Funding, Inc.**

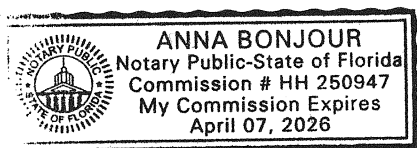
By: Ryan Ruskay
Print Name: Ryan Ruskay
Print Position: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24th day of June, 2024, by Ryan Ruskay of RMPK Funding, Inc., a Florida corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Notary Seal:



Anna Bonjour
Notary Public Signature

EXHIBIT “A”
(Consultant’s Price Proposal)

PROPOSED COST

Grant Type	Application Cost*
Florida Land and Water Conservation Fund (LWCF)	\$5,000
Florida Recreation Development Assistance Program (FRDAP)	\$4,000
Energy and Efficiency Grants (DOE)	\$4,000
Florida Department of Transportation (FDOT)	\$3,500
Florida Boating Improvement Program (FBIP)	\$4,000
Non-Point Pollution TMDL Grants (FDEP)	\$4,000
Transportation Alternative Grants (TAP)	\$4,000
Florida Communities Trust - Florida Forever Program (FCT)	\$6,000
Recreational Trails Program (RTP)	\$5,000
FIND Water District Grant Program	\$4,000
Florida Cultural Facilities Grant (DCA)	\$5,000
Urban and Community Forestry Grant Program (DOF)	\$2,500
Special Category Historical Grant	\$4,500
Hazard Mitigation Grant Programs	\$5,000
Resilient Florida Grants	\$4,500
Rebuild Florida Grants	\$5,000
Small Matching Historical Grant	\$3,000
General Program Support Grant	\$3,000
African-American Cultural and Historical Grant Program	\$4,500

This is not a comprehensive listing of all grant programs that might be available to the City. New programs are created and become available each year. If a program or grant type is not listed, RMPK will provide a cost proposal for approval before initiating the preparation process.

*Any grant application not funded during the first submission will be submitted again for funding from the next funding cycle of the same program at no additional cost. The project must remain comparable in scope to the original submission.



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Utilities

ITEM #7: Surficial Wellfield #13 Rehabilitation (Task Order No. 304) – Work Authorization No. CD-U04.1

SUMMARY: The Utilities Department plans to rehabilitate existing Surficial Well No. 13 to provide additional flow and pressure to the Main Water Treatment Plant (MWTP) to meet regulatory requirements, and improve the reliability and redundancy, and to provide a firm capacity of raw groundwater to the Main WTP. The proposed cost to complete this rehabilitation is \$48,354.88.

To ensure the lowest possible price, Village staff is recommending piggybacking the Town of Jupiter's current contract for Surficial Wellfield Rehabilitation. This selection by the Town of Jupiter was completed through a competitive selection process – Surficial Wellfield Rehabilitation Program – (ITB# W2412 – January 9, 2024). The Village will accept Centerline Drilling, Inc.'s pricing approved under the Town of Jupiter's contract including all terms, conditions, and pricing therein. The term of the proposed agreement would expire on January 9, 2025, and may be renewed for two (2) additional one (1) year terms.

Note: Due to unforeseen delays in obtaining easements from the school board, the piggyback contract with the Town of Jupiter has expired. Consequently, the associated work authorization under the current agreement has lapsed. To address this issue, we propose the issuance of a new work authorization with the prevailing pricing. This will serve as a replacement for the expired work authorization under the Town of Jupiter's current piggyback contract, ensuring continuity and expediting the commencement of essential work.

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 was prepared by the Village Attorney and reviewed by the Utilities Director, Assistant Utilities Director, Project Manager, and the Finance Director.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved

Budget as it may be adopted/amended each year for those goods and services over the term of this contract. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water and Sewer Enterprise Fund at a later date.

ATTACHMENTS:

1. Proposed WA#CD-U04. 1- Centerline Drilling-Well #13 Rehabilitation
2. Fiscal Impact - Well 13 Rehabilitation
3. Agreement - Centerline-Piggyback-Goods Services

**PROJECT WORK AUTHORIZATION NO. CD-U01 WITH CENTERLINE DRILLING
FOR SURFICIAL AQUIFER WELL REHABILITATION**

This Project Work Authorization No. CD-U04.1 is made as of the _____ day of _____, 2024, 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 **Centerline Drilling, Inc.**, 1696 Old Okeechobee Road, West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida, hereinafter referred to as the “Contractor”.

1.0 Project Description:

The Public Service Department has identified a need to rehabilitate potable water supply wells within the Village utility system.

The Village desires the Contractor to provide rehabilitation of the following wells:

1. Well No. 13.

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “A”**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within sixty (60) calendar days from the Village’s issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of \$48,354.88. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for surficial aquifer well rehabilitation between the Village and the Contractor, dated March 19, 2024. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 1 to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: **CENTERLINE DRILLING, INC.**

By: _____

Print Name: John Say, Jr.

Title: President

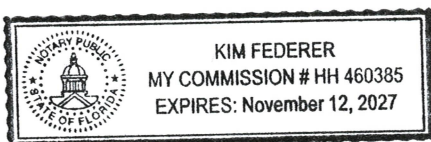
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 12 day of June, 2024 by John Say, Jr., as President of Centerline Drilling, 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: Kim Federer
My commission expires: 11/12/2027



Centerline Drilling, Inc.

1696 Old Okeechobee Rd., #3C
West Palm Beach, Florida 33409
Water Well Contractor License #11132

Estimate

Date	Estimate #
6/4/2024	17-822

Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Project			
Well #13			
Description	Qty	Rate	Total
General Conditions 6% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	2,590.44	2,590.44
Mobilization/Demobilization 6% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	2,590.44	2,590.44
Remove and Re-Install Pump Discharge Apparatus (each)	1	4,000.00	4,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Brushing and Swabbing of Well Screen, Riser or Casing (each)	1	800.00	800.00
Airlift Development (per hour)	4	225.00	900.00
Well Disinfection (each)	1	1,200.00	1,200.00
Airlift Development (per hour)	2	225.00	450.00
Surficial Aquifer Well Acidization Setup (LS)	1	4,500.00	4,500.00
Well Acidization with 32% HCl (per gallon)	1,200	7.02	8,424.00
Airlift Development (per hour)	4	225.00	900.00
Jetting with Simultaneous Airlift Development (per hour)	30	250.00	7,500.00
Pump Development (per hour)	30	200.00	6,000.00
Step Rate Test (per hour)	5	200.00	1,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Well Disinfection (each)	1	1,200.00	1,200.00
Furnish and Install Gravel Pack for Well Screen (per cubic foot)	55	60.00	3,300.00
Thank you for the opportunity to bid this job.		Total \$48,354.88	
Phone #	E-mail		
(561) 615-0988	CTRLINEDRILLING@AOL.COM		

Centerline Drilling, Inc. is not responsible for any damage to landscaping, sidewalks, driveways, or underground utilities. Also, there are no guarantees on the quality and or quantity of water and shall not release Owner/Customer from payment other than in accord with this Estimate. Centerline Drilling is not responsible for any electrical, water testing, Water Use Permit, excessive insurance, bond, prevailing wages, or anything not listed above. Manufactures warranty shall apply on all material & equipment, and 90 days on labor. Estimate is Valid for 10 Days.

Signature and Acceptance _____

Fiscal Impact:

Allocated Funding	Amount
<i>FY2024 Approved Budget – Water & Sewer Enterprise Fund</i>	\$0.00
Expected Service Cost	Amount
<i>Centerline Drilling Inc. WA #CD-U02</i>	\$48,354.88
TOTAL:	\$48,354.88

AGREEMENT FOR GOODS AND SERVICES
(Surficial Wellfield Rehabilitation)

This Agreement for Goods and Services ("Agreement") is made as of the 11th day of April, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Centerline Drilling, Inc.**, a Florida corporation, 1696 Old Okeechobee Road, 3C, West Palm Beach, FL 33409 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE's Utilities Department is in need of assistance in surficial wellfield rehabilitation services for surficial wellfields; and,

WHEREAS, the Town of Jupiter, through its competitive selection process on March 19, 2024, awarded a Surficial Wellfield Rehabilitation Program contract ("Jupiter Contract") to the VENDOR for substantially the same goods and services sought by the VILLAGE; and,

WHEREAS, the VILLAGE has reviewed the terms of the Jupiter Contract and has determined the VENDOR's rates set forth therein for the needed goods and services are fair and reasonable; and,

WHEREAS, the VILLAGE requested and the VENDOR has agreed to extend the terms of the Jupiter Contract to the VILLAGE and the VENDOR has executed this Agreement with the VILLAGE to utilize the terms of the Jupiter Contract; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE's Purchasing Code and serves a valid public purpose.

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. Jupiter Contract, Effective Date, and Term. The Jupiter 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 Jupiter under the Jupiter Contract. The effective date of this Agreement is the date this Agreement is approved by the Village Council. Unless earlier terminated, the term of this Agreement shall be the same as the current Jupiter Contract, which is currently in effect until March 19, 2025. Each year of this Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.
3. Purchase Order(s). The VILLAGE does not guarantee that it will utilize this Agreement or the VENDOR for any needed goods and services hereunder. If the Village seeks goods and services from the VENDOR under this Agreement, the VILLAGE's ordering mechanism for the goods and services shall be a VILLAGE issued Purchase Order. The scope of goods and services to be provided by the VENDOR and the compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Purchase Order. The VENDOR shall not provide any goods or services under this Agreement without a VILLAGE issued Purchase Order specifically for this purpose. The VENDOR shall not provide any goods or services which are outside the scope of an issued Purchase Order and the VENDOR shall not exceed the expressed amounts stated in the Purchase Order to be paid to the VENDOR. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Jupiter Contract.

4. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, VILLAGE issued Purchase Orders, and the Jupiter Contract. The aforementioned documents 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 above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued purchase order(s) next taking precedence.

5. Miscellaneous Provisions.

5.1 *Successors and Assigns.* 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 this Agreement.

5.2 *Insurance.* VENDOR shall maintain the insurance as required in Jupiter Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

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

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

5.5 *Entire Agreement; Amendment.* This Agreement supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

5.6 *Lien Rights.* The VENDOR shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

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

5.8 *Third Party Beneficiary rights.* This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

5.9 *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.

5.10 *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:

- (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 Agreement and following completion of this Agreement if the VENDOR does not transfer the records to the VILLAGE.
- (4) Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200, Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

5.11 *Preparation.* This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

5.12 *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.

5.13 *Notices.* All notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

5.14 *Taxes.* 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.

5.15 *No Consequential Damages.* Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

5.16 *Execution/Delivery.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

5.17 *Authorized Signatory.* By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the VENDOR to enter this Agreement and bind the VENDOR to this Agreement.

6. Public Entity Crimes, E-Verify, and Scrutinized Companies.

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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.

6.2 If applicable to the VENDOR, pursuant to Section 448.095(5), Florida Statutes, the VENDOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

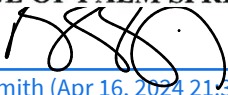
6.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Agreement if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7. Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

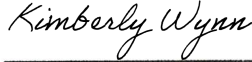
IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement for Goods and Services (Surficial Wellfield Rehabilitation services) to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: 
Bev Smith (Apr 16, 2024 21:35 EDT)

Bev Smith, Mayor

ATTEST



Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

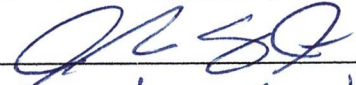


Christy L. Goddeau (Apr 17, 2024 07:39 EDT)

Christy Goddeau, Village Attorney

VENDOR:

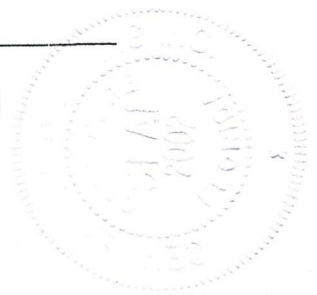
CENTERLINE DRILLING, INC.

By: 

Print Name: John Say Jr

Title: President

[Corporate Seal, if required.]



Agreement - Centerline Drilling-Well #12 Rehab - Signed

Final Audit Report

2024-04-18

Created:	2024-04-17
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGoMOs1-R8MemjakDgZfSvEI6t_lplas3

"Agreement - Centerline Drilling-Well #12 Rehab - Signed" History

-  Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-04-17 - 1:23:37 AM GMT- IP address: 216.53.205.48
-  Document emailed to bsmith@vpsboards.com for signature
2024-04-17 - 1:25:40 AM GMT
-  Document emailed to christy@torcivialaw.com for signature
2024-04-17 - 1:25:40 AM GMT
-  Document emailed to Kimberly Wynn (kwynn@vpsfl.org) for signature
2024-04-17 - 1:25:40 AM GMT
-  Email viewed by bsmith@vpsboards.com
2024-04-17 - 1:34:43 AM GMT- IP address: 73.245.18.178
-  Signer bsmith@vpsboards.com entered name at signing as Bev Smith
2024-04-17 - 1:35:35 AM GMT- IP address: 73.245.18.178
-  Document e-signed by Bev Smith (bsmith@vpsboards.com)
Signature Date: 2024-04-17 - 1:35:37 AM GMT - Time Source: server- IP address: 73.245.18.178
-  Email viewed by christy@torcivialaw.com
2024-04-17 - 11:38:30 AM GMT- IP address: 173.162.99.81
-  Signer christy@torcivialaw.com entered name at signing as Christy L. Goddeau
2024-04-17 - 11:39:03 AM GMT- IP address: 173.162.99.81
-  Document e-signed by Christy L. Goddeau (christy@torcivialaw.com)
Signature Date: 2024-04-17 - 11:39:05 AM GMT - Time Source: server- IP address: 173.162.99.81



Document e-signed by Kimberly Wynn (kwynn@vpsfl.org)

Signature Date: 2024-04-18 - 8:05:40 PM GMT - Time Source: server- IP address: 73.0.193.230



Agreement completed.

2024-04-18 - 8:05:40 PM GMT



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Utilities

ITEM #8: Main Water Treatment Plant LAB Renovation Project Award (Task Order No. 330) - Invitation to Bid (ITB No. 2024B-009)

SUMMARY: The Utilities Department identified a need to update the Main WTP Lab Building due to wear from years of use by utility staff. The work consists of updating the A/C system, updating various spaces to maximize use, updating the facility restroom, updating the electrical system, new flooring, and a fresh coat of paint.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB No. 2024B-009) on May 2, 2024, for The Main Water Treatment Plant LAB Renovation. This process was completed by the Village through a competitive selection process - Main Water Treatment Plant LAB Renovation - (ITB No. 2024B-009 on May 2, 2024).

Within the Fiscal Year 2024 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved \$200,000.00 for the Main Water Treatment Plant LAB Renovation. As a result of the Village's ITB, the following three (3) bid proposals were received:

Vendor	Total Bid
Creative Contracting Group	\$259,300.00
JFB Construction & Development Inc.	\$284,912.96
Sheer Enterprises Inc.	\$303,708.39

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 reviewing the three (3) bids received, the Utilities Assistant Director, the Village Project Manager, and the Village Attorney, determined that Creative Contracting Group provided the lowest, responsible and responsive bid. As a result, staff is requesting the Council to approve Task Order No. 330 in the amount of \$259,300.00 to Creative Contracting Group.

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.

If approved, it is estimated that the proposed Main Water Treatment Plant LAB Renovation project is expected to be completed by January 2025.

The proposed agreement was prepared by the Village Attorney and reviewed by the Utilities Assistant Director, Assistant Village Manager, the Village 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 Main Water Treatment Plant LAB Renovation (Task Order No. 330) is available within the FY 2024 - Water and Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water and Sewer Enterprise Fund at a later date, if necessary.

ATTACHMENTS:

1. Proposed Resolution No. 2024-31
2. Agreement - Creative contracting -Lab Building Rehabilitation
3. Bid Proposal - Creative Contracting Group
4. Fiscal Impact - MWTP Lab Rehabilitation
5. Bid Documents - MWTP Lab Rehabilitation
6. CIP Project Request Form - Main WTP Lab Rehabilitation

RESOLUTION 2024-31

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH CREATIVE CONTRACTING GROUP FOR AN AMOUNT NOT TO EXCEED \$259,300 TO UPDATE THE MAIN WATER TREATMENT PLANT (WTP) LAB BUILDING AT 360 DAVIS ROAD DUE TO WEAR FROM YEARS OF USE BY STAFF AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must renovate the Main WTP LAB Building to include new metal framed walls, drywall, paint, new flooring, lighting, ceilings, bathroom renovation, and etc.; and

WHEREAS, the Utilities Department advertised ITB No. 2024B-009 – **Main WTP Lab Building Rehab** (Task Order #330) - in the Lake Worth Herald on May 2, 2024; and

WHEREAS, the **Main WTP Lab Building Rehab** Project (TO #330), is funded with the Water – Sewer Enterprise Fund for an amount not to exceed \$259,300; and

WHEREAS, Creative Contracting Group, located at 3141 Fortune Way S-16, Wellington, Florida 33414, submitted a proposal on May 30, 2024, to renovate the Main WTP LAB Building at 360 Davis Road; and

WHEREAS, the staff have reviewed and considered the proposal from Creative Contracting Group, and find that it is in the Village's best interest to approve the agreement.

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

Section 1: Village of Palm Springs approves the agreement with Creative Contracting Group (TO# 330) to renovate the Main WTP LAB Building at 360 Davis Road attached hereto as "Exhibit A".

Section 2: This resolution shall become effective immediately upon its passage and adoption.

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

Aye Nay Absent

BEV SMITH, MAYOR

PATTI WALLER, VICE MAYOR

KIM SCHMITZ, MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this 11th day of July 2024.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

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

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and
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: Main WTP Lab Building Rehab

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by N/A.
- 3.02 The Owner has retained N/A ("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 180 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 210 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 other 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:

Price of Work	
Lump Sum Bid Price	\$229,300.00
Lump Sum Contingency Allowance	\$30,000.00
Total of All Lump Sums	\$259,300.00

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.

- A. Total of Lump Sum Amounts \$ 259,300.00.

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. Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2024), except as

provided herein. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 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. Progress payments will be made in an amount equal to the percentages indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.
 - a. **95% of Work completed**

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

 - 1) Upon 50% of the Work being completed, the Contractor may request from Engineer that Owner release a portion of the retainage not to exceed 50% of the then current total retainage amount being withheld.
 - b. Within 20 business days after the Owner's approval of the punch-list prepared by the Contractor, the Owner will pay the Contractor the remaining Contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150% of the estimated cost to complete the items on the punch-list. Once all items on the punch-list are complete as confirmed by the Engineer, the Contractor may request payment for the 150% amount withheld for completion of the punch-list.
 - c. Notwithstanding the foregoing, the City shall not be required to pay or release any amounts that are subject of a good faith dispute made in writing pursuant to the Contract Documents or the subject of a claim brought pursuant to section 255.05, Florida Statutes.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions (including all punch-list items and settlement of all claims, including liquidated damages) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Owner), the Contractor shall submit a "final invoice" to the Owner. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work has been properly completed and all charges have been invoiced to the Owner. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. Notwithstanding the foregoing, the City shall not be required to pay or release any amounts that are subject of a good faith dispute made in writing pursuant to the Contract Documents or the subject of a claim brought pursuant to section 255.05, Florida Statutes.

6.04 *Punch-List Process.*

- A. In accordance with section 218.735(7), Florida Statutes (2024), as soon as possible, **but no later than ten (10) days after reaching substantial completion**, the Engineer, with the Owner's input, shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Engineer's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. ***The Contractor shall, no later than thirty (30) days after delivery of the finalized punch-list, complete all punch-list items.*** The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Engineer's proposed punch-list and modifications by the City may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the *person* providing the informal written notice to the other.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate set forth in section 218.735, Florida Statutes (as amended from time to time).

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 16, 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 2 sheets with each sheet bearing the following general title: Sketch **[or]** the Drawings listed on the attached sheet index.
 - 9. Addenda (numbers 1 to 3, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2, 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.
- E. *Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the Contract:
- 1. Agreement
 - 2. Addenda to Invitation to Bid (solicitation)
 - 3. Instructions to Bidders
 - 4. Special Conditions
 - 5. Supplementary Conditions
 - 6. General Conditions
 - 7. Technical Specifications
 - 8. Details
 - 9. City Standard Details
 - 10. Drawings/Plans
 - 11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract 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 Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, 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 Documents. 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 Owner, 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 the Contract Documents. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the Owner in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the Owner 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 the Contract Documents and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract Documents.

- 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 Owner and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The Owner 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 Owner 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 Owner 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 Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Owner 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 exclusively 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 of the Owner's contracts.

10.09 *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 Owner 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 the Contract Documents.
- B. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract Documents. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Owner for the term of the Contract Documents, including any and all renewals. 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 Owner 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 Owner as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the Owner to perform the service.
 - 2. Upon request from the Owner's custodian of public records or designee, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 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 Documents and following completion of the Contract Documents if the Contractor does not transfer the records to the Owner.
 - 4. Upon completion of the Contract Documents, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the Contract Documents, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, 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 than the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

- | | |
|--|-------------|
| a. State | Statutory |
| b. Applicable Federal | Statutory |
| c. Employer Liability: | |
| Bodily injury, each accident | \$1,000,000 |
| Bodily injury by disease, each employee | \$500,000 |
| Bodily injury/disease aggregate | \$1,000,000 |
| d. Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

- | | |
|---|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Products – Completed Operations Aggregate | \$2,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. Each Occurrence/Per Claim
(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/Per Claim | \$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/Per Claim | \$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 total contract price exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the Owner 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 certified copy of recorded bond must be provided to the Owner prior to the CONTRACTOR providing any services under the Contract Documents. The Owner 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 Owner without any mark-up by the CONTRACTOR.
- B. The public construction bond shall be on forms attached hereto as **Forms C-610 and C-615 "Performance" and "Payment" Bonds** or substantially similar as approved by the Owner. 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 Owner, a Surety Company shall comply with the following provisions:
1. 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.
 2. 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.
 3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 4. 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.
 5. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
 6. 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:
 - a. 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.

- b. 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 Owner*

- 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 Documents. The CONTRACTOR shall permit the Owner, or any authorized representatives of the Owner, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under the Contract Documents 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 the Contract Documents.

10.14 *Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with the Contract Documents shall be provided to the Owner. Data collected, stored, and/or provided shall be in a form acceptable to the Owner and agreed upon by the Owner.

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 Owner.

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 Contract Documents' execution, validity, the obligations provided therein, or performance of the Contract Documents, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract Documents.

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 Owner 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 Owner or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Owner 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 Owner 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 the Contract Documents 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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Owner immediately if it becomes aware of any violation of this statute.

10.24 *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 the Contract Documents) 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 the Contract Documents 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 the Contract Documents; and,
6. Be aware that if the Owner terminates the Contract Documents 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 Contract Documents are terminated and will be liable for any additional costs incurred by the Owner as a result of the termination of the Contract Documents.

10.25 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

10.26 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

10.27 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

10.28 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.29 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents 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 the Contract Documents.

10.30 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

10.31 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of the Contract Documents, the Owner may immediately terminate the Contract Documents upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

10.32 *Counterparts*. The Contract Documents may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of the Contract Documents. The Contract Documents may be executed electronically and such electronic signature shall be treated as an original signature of the party executing the Contract Documents electronically.

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:

226 Cypress Lane

Palm Springs FL, 33461

Address for giving notices:

License No.: _____
(where applicable)

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

E+F Florida Enterprises INC. D/B/A Creative Contracting Group

By:

[Signature]



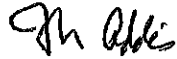
[Printed name]

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]



[Printed name]

Frank Addis

Title:

Secretary.

Submittal Date:

5-28-24

Address for giving notices:

3141 Fortune Way S/B

Wellington FL 33414

Telephone Number:

861-333-1445

Fax Number:

861-333-7894

Contact Name and e-mail address:

LISA Addis

creativecontractor@a.comcast.net.

Bidder's License No.:

CGC 151 3410

(where applicable)

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

Lump Sum Bid Price	\$ <u>229,300.00</u>
Lump Sum Contingency Allowance	\$30,000.00

Total of All Lump Sums

\$ 259,300.00

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.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 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 210 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.: GC 51340 [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; *See attached*
 - 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.

Fiscal Impact:

<i>Allocated/Estimated Project Funding FY 2024:</i>	<i>Amount</i>
Approved Funding - Water and Sewer Enterprise Fund:	\$ 200,000.00
Requested Additional Funding - Water and Sewer Enterprise Fund:	\$ 59,300.00
TOTAL ALLOCATED/APPROVED BUDGET FY 2024	\$ 259,300.00
<i>Expected Project Costs FY 2024:</i>	<i>Amount</i>
Projected Costs - Construction - Water and Sewer Enterprise Fund (TO #330):	\$ 259,300.00
TOTAL PROJECT REQUEST/COSTS FY 2024:	\$ 259,300.00

Bid Documents:

Available in The Clerks Office



VILLAGE OF PALM SPRINGS PROJECT REQUEST FORM

TASK # **330**

Project Name: Main WTP Lab Bldg Rehab

Department: Utilities

Location: Main Water Treatment Plant

Project Manager: Walt Sanchez

Plan Date: 12/15/23

Date Approved:

DESCRIPTION / JUSTIFICATION:

The Utilities Department identified a need to update the Main WTP Lab Building due to wear from years of use by utility staff. The work consists of updating the A/C system, update various spaces to maximize use, update the facility restroom, move or open interior walls to make space more usable, new flooring, and a fresh coat of paint.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services							\$ 0.00
Construction	200,000.00						\$ 200,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 200,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 200,000.00

SOURCES OF FUNDS:	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
General Fund Revenue CY							\$ 0.00
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	200,000.00						\$ 200,000.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 200,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 200,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	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

Paul Ward

Department Head

12/15/23

Date



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Utilities

ITEM #9: Approve Solar Chloride (Solar Salt) Purchase Agreement Renewal - Cooperative Purchasing - Utilities Department (FY 2024 Budget Funded) Morton Salt, Inc.:

SUMMARY: The Utilities Department purchases solar chloride (solar salt). A critical chemical component in the water treatment process for the Village's MIEX water treatment process and assists in the pre-treatment of water by removing organic contaminants, thus enabling the Village to provide higher quality water for our customers. Currently, the Village utilizes Morton Salt to assist with these products. The existing cooperative purchasing contract expired on May 30, 2024, and was renewed by the City of Boca Raton for its third of three (3) one (1) year renewals.

To ensure the lowest possible price, the staff recommends that the Village renew the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract. The contract was awarded to Morton Salt, Inc. by the City of Boca Raton, the Lead Agency for the Co-op, and was completed through a competitive selection process - Solar Salt (Bulk), Delivery & Supply (Bid No. 2021-024 - May 31, 2021).

The City of Boca Raton renewed the agreement on March 13, 2024, for one (1) additional year.

The proposed price provided is as follows:

- Solar Salt \$174.62/Ton

The cooperative purchasing contract renewal utilized the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to unite member cities and combine their purchasing needs/power within the Co-Op to receive the best (lowest) price possible. Approximately fifty-six (56) government entities, including the Village of Palm Springs, participate in the Southeast Florida Governmental Purchasing Cooperative.

If approved, the Village would accept Morton Salt's pricing by utilizing the Southeast Florida Governmental Purchasing Cooperative's (Co-Op) contract, including all terms, conditions, and pricing. The agreement would expire on May 30, 2025, with no further renewal options available. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing Code, Section 58-8. Cooperative Purchasing; provides the Village may participate, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include but is not limited to, joint or multi-party contracts between government entities. Purchases made through a cooperative purchasing agreement are exempt from

competitive selection purchase requirements outlined in this purchasing code. The Council must approve all village purchases from a cooperative purchasing agreement that may have a total value of more than \$35,000.00.

The Village Attorney prepared the renewal agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it. The renewal of the agreement would be retroactive and effective as of May 31, 2024.

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

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2024 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed Third Amendment - Morton Salt, Inc.
2. City of Boca Raton- Executed Agreement
3. City of Boca Raton - 3rd Renewal & Price Change

THIRD AMENDMENT TO THE AGREEMENT
FOR THE DELIVERY OF SOLAR SALT

This Third Amendment to the Agreement for the Delivery of Solar Salt (“Amendment”) is made as of the _____ day of _____, 2024, 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 **Morton Salt Inc.**, 444 West Lake St., Chicago IL 60606, a corporation authorized to do business in the State of Florida (“VENDOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a vendor to provide the VILLAGE with solar salt; and

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group through its competitive selection process awarded the Contract for Delivery of Solar Salt (Bid # 2021-024) (“Co-op Contract”) to the VENDOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the VILLAGE and VENDOR entered an agreement on May 30, 2021 for an initial term of one (1) year utilizing the Co-op Contract for the VENDOR to provide solar salt to the VILLAGE (“Agreement”); and

WHEREAS, the VILLAGE and VENDOR have renewed the term of the Agreement twice consistent with the term of the Co-op Contract with the current term expiring on May 30, 2024; and

WHEREAS, the VILLAGE and VENDOR desire to renew the term of the Agreement for one (1) year through May 30, 2025 with a price increase from \$169.62/ton to \$174.62/ton consistent with the Co-op Contract; and

WHEREAS, the VILLAGE has reviewed the price increase and finds the price increase is fair and reasonable; and

WHEREAS, the VILLAGE finds entering this Amendment with the VENDOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Term. The parties agree that the term of the Agreement is hereby renewed through **May 30, 2025**.
3. Price. The parties agree that the price under this Amendment shall be One Hundred Seventy-Four Dollars and .62/100 Cents per ton (\$174.62/ton).
4. Entire Agreement. The VILLAGE and the VENDOR agree that this Amendment and the Agreement (as previously amended) set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement (as previously amended) including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
5. Legal Effect. This Amendment shall not become binding and effective until approved by the VILLAGE Council. The Effective Date of this Amendment is May 31, 2024.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.
7. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Third Amendment to the Agreement for the Delivery of Solar Salt to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau, Village Attorney

VENDOR: **MORTON SALT, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

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

BID/RFP No. 2021-024

Description/Title: Solar Salt (Bulk) Supply & Delivery

Initial Contract Term: Start Date: 5/31/2021 End Date: 5/30/2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 5/31/2022 End Date: 5/30/2023

Renewal No. 2 Start Date: 5/31/2023 End Date: 5/30/2024

Renewal No. 3 Start Date: 5/31/2024 End Date: 5/30/2025

Renewal No. Start Date: End Date:

Extension / Renewal Note: Initial one (1) year, automatically renewed thereafter for three, one-year renewal periods. Price adj. considered only when requested min. 90 days prior to renewal date.

SECTION #1 VENDOR AWARD

Vendor Name: Morton Salt, Inc.

Vendor Address: 444 West Lake Street, Suite 3000, Chicago, IL 60606

Contact: Brian Jakosz

Phone: 630.861.2694 Fax:

Cell/Pager: Email Address: bjakosz@mortonsalt.com

Website: FEIN: 27-3146174

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Resolution/Agenda Item No.:

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City of Boca Raton

Agency Address: 201 West Palmetto Park Road, Boca Raton, FL 33432

Agency Contact: Neil Phillips Email nphillips@myboca.us

Telephone: 561.393.7876 Fax:

City of Boca Raton

Tabulation for: 2021-024 Solar Salt (Bulk) Supply & Delivery

Opening Date: May 3, 2021 @ 3:00 PM

Tabulation is an indication of prices only and not a determination of the responsive, responsible bidders

 denotes vendor calculation error

			Morton Salt, Inc.		
ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extened Price (F + P x E)
1	City of Boca Raton, WWTP	1,200	\$44.48	\$93.01	\$164,988.00
		tons			
2	Town of Davie WTP	600	\$44.48	\$93.01	\$82,494.00
		tons			
3	City of Lantana, WTP	1,200	\$44.48	\$93.01	\$164,988.00
		tons			
4	City of Margate WTP, WWTP	750	\$44.48	\$93.01	\$103,117.50
		tons			
5	City of Pembroke Pines	800	\$44.48	\$93.01	\$109,992.00
		tons			
6	City of Tamarac, WTP	600	\$44.48	\$93.01	\$82,494.00
		tons			
7	Village of Palm Springs	1,200	\$44.48	\$93.01	\$164,988.00
		tons			
Grand Total (Sum of Extended Prices for Lines 1 - 7)			\$873,061.50		
Specify Mfg. /Name of Product being bid:			Name of Product Morton Bulk Solar		
Bulk load Truck Delivery is:			24 tons		

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: May 25, 2021

Subject: Solar Salt (Bulk) Supply & Delivery

Bid Number: 2021-024

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: May 3, 2021
186 Notices Issued
1 No-Bid
1 Response

Award to: Responsive Responsible Bidder, Morton Salt, Inc., Chicago, IL

Contract Period: This is the first year of the contract award period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Scope: This procurement provides for solar salt used in the wastewater treatment facility for the onsite production of sodium hypochlorite. Sodium hypochlorite is a disinfectant. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

Budget: Purchases are estimated in the amount of \$165,000 for each annual term.

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

Name of Bidder	Price per Ton
Morton Salt, Inc	\$137.49

Approvals:

Buyer/Sr. Buyer/Asst. P.M.: Neil Phillips Digitally signed by Neil Phillips
Date: 2021.05.11 13:06:20 -04'00'

Purchasing Manager: Lynn Kunkel Digitally signed by Lynn Kunkel
Date: 2021.05.11 13:43:27 -04'00'

Financial Services Director: Linda C. Davidson Digitally signed by Linda C. Davidson
Date: 2021.05.12 12:58:36 -04'00'

OMB Director: Sharon McGuire Digitally signed by Sharon McGuire
Date: 2021.05.12 13:09:27 -04'00'

Deputy City Manager: Michael Woika Digitally signed by Michael Woika
Date: 2021.05.12 14:44:42 -04'00'



CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

May 26, 2021

Lisa Petramala, Inside Sales Manager
Morton Salt, Inc.
444 West Lake Street
Suite 3000
Chicago, IL 60606

Subject: Notification of Award of Bid No. 2021-024
Solar Salt (Bulk) Supply & Delivery

Dear Lisa Petramala:

You are hereby notified that "Morton Salt, Inc" is awarded the above subject bid.

The initial contract period will be from 5/31/2021 through 5/30/2022 and will automatically renew thereafter for three, one-year renewal periods as per Special Conditions Part V; Item No. 5.01 "Contract Period and Renewal".

Services from the City of Boca Raton will be placed throughout the contract period on an as needed basis via a purchase order. All terms, conditions, pricing and specifications for the above subject bid shall apply.

Throughout the contract, your firm is required to maintain insurance coverage in accordance with Special Condition Part IV. Valid insurance is currently on file in the City's Purchasing Division.

If you should have any questions, please do not hesitate to contact me by email at nphillipa@myboca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips", is written over a horizontal line.

Neil Phillips
Buyer

c: 2021-024 file

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Morton Salt, Inc.

(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation
☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:Street Address: 444 West Lake Street, Suite 3000

(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606**Mailing Address:** ☒ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513Business Fax No.: 312-896-9208**Authorized Signer:**

Name of Authorized Signer:

Guy Bigler

Title of Authorized Signer:

Director of General Manufacturing

President or other Authorized Officer/Member/Manager

Email for Authorized Signer:

gbigler@mortonsalt.com**Authorized Written Signature:**STATE OF: IllinoisCOUNTY OF Cook

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization
 this 30th day of April, 2021, by Guy Bigler, who is personally known to me
 (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: Meredith KerrNOTARY NAME: Meredith KerrCommission Number: 885209 My Commission Expires: 11/9/2022

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extended Price (F + P x E)
1	City of Boca Raton, WWTP	1,200 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 164,988.00
2	Town of Davie WTP	600 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 82,494.00
3	City of Lantana, WTP	1200 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 164,988.00
4	City of Margate WTP, WWTP	750 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 103,117.50
5	City of Pembroke Pines	800 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 109,992.00
6	City of Tamarac, WTP	600 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 82,494.00
7	Village of Palm Springs	1200 tons	\$ 44.48 / Per Ton	\$ 93.01 / Per Ton	\$ 164,988.00

Grand Total (Sum of Extended Prices for Lines 1 - 7)	\$ 873,061.50
---	---------------

Specify Mfg. /Name of Product being bid: Morton Bulk Solar Bulk load Truck Delivery is: 24 tons
Industrial Crude Salt

Name of Bidder: Morton Salt, Inc.

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

1. Qualification of Bidder's information included? Yes X No
2. Questionnaire of Bidder's information included? Yes X No
3. Copy of Bidder's valid Business Tax Receipt submitted? Yes X No
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes X No
5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes X No
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes X No
7. Appropriate bid pages signed? Yes X No
8. Bidder's certification form signed, notarized and submitted? Yes X No
9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes X No
10. Addendum (if any issued) submitted? Yes X No
11. Proof that firm name is registered with their State of origin? Yes X No
12. Proof of ability to obtain insurance submitted? Yes X No
13. Drug Free Workplace Form submitted? Yes X No
14. Name of individual submitting Bid: Lisa Petramala, Inside Sales Manager
Email address: lpetramala@mortonsalt.com Ph: 312-807-2887
15. Contact person for Insurance Certificate: Marcia Paulsen
Phone: 312-807-2571 Email: mpaulsen@mortonsalt.com

Name of Bidder: Morton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

Public Entity Name: <u>City of St. Cloud</u>
Address: <u>3201 Kissimmee Park Road</u>
City, State, Zip: <u>St. Cloud, FL 34772</u>
Contact Name: <u>Leslie Flores</u> Title: <u>Purchasing</u>
Phone: <u>(407) 957-7318</u> Fax: _____ Email: <u>lflores@stcloud.org</u>
Date of Service or Contract Period: <u>2/1/2021-12/32/2021</u>
Mfg. and Name of Product Supplied <u>Bulk Solar Industrial Crude Salt</u>

Estimated Annual Quantity Supplied: <u>1,750 tons</u>

REFERENCE #2

Public Entity Name: <u>Palm Beach County FL</u>
Address: <u>2956 Pinehurst Drive</u>
City, State, Zip: <u>Lake Worth, FL 33467</u>
Contact Name: <u>Colleen Cardill</u> Title: <u>Senior Buyer</u>
Phone: <u>561-616-6839</u> Fax: _____ Email: <u>ccardill@pbcgov.org</u>
Date of Service or Contract Period: <u>9/11/2020-9/10/2021</u>
Mfg. and Name of Product Supplied: <u>Bulk Solar Industrial Crude Salt</u>

Estimated Annual Quantity Supplied: <u>8,100 tons</u>

Continued on next page...

Name of Bidder: Moeton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

Public Entity Name: <u>Town Of Davie</u>
Address: <u>3500 NW 76th Ave.</u>
City, State, Zip: <u>Davie, FL 33314</u>
Contact Name: <u>Stanley Ebanks</u> Title: <u>Water Plant Operator</u>
Phone: <u>(954) 822-3991</u> Fax: _____ Email: <u>stanleyebanks@davie-fl.gov</u>
Date of Service or Contract Period: <u>6/1/2020-5/30/2021</u>
Mfg. and Name of Product Supplied: <u>Bulk Solar Industrial Crude Salt</u>

Estimated Annual Quantity Supplied:
<u>450 tons</u>

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. 11*

Proof submitted as attachment: Yes ☒ No ☐

*Morton Salt, Inc. has been incorporated in Delaware for 11 years. It has been in business for +173 years.

Name of Bidder: Morton Salt, Inc.

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

Morton Salt Canaveral Plant(2023) Address: 450 Cargo Road Cape Canaveral, FL 32920

Water Conditioning Building - 40,500 ft²;

Food Grade Building (all floors) - 57,603 ft²

Food Grade & PMI Warehouse - 29,000 ft²

2. Details of shipping method to be used MS PNEUMATIC TRUCK

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: 8am to 4:30pm CST

A. Contact Information for order placement/delivery inquiries:

Name (s) Brian Jakosz

Phone / Email address: Phone: 630.861.2694 email: bjakosz@mortonsalt.com

B. Contact Information for billing questions:

Name (s) Jose Azacon

Phone / Email address: Phone: +1 312 8072549 Email: jose.Azacon@ks-chile.com

C. Contact Information for Insurance questions:

Name (s) Marcia Paulsen

Phone / Email address: Phone: 312.807.2571 Email:MPaulsen@MortonSalt.com

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or ☐ submit as an attachment.

• Incoming Crude:

Prior to start of offload: 1 sample from each hold tested for purity, size, moisture, bulk density, turbidity and foreign material

Every 4 hours of offload: Foreign material filter pad and moisture

o Incoming crude vessel received approximately every 10-14 days

• Crude Stockpile: 1/week: purity, insoluble material, size, moisture, bulk density, turbidity

Quality Control program is in place at Canaveral plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

Lorraine Gracia Diaz, Kristie Womble, Alex Acevedo Ph: +1(321)392-3343, +1(321)392-3531

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: Lisa Petramala

Email: LPETRAMALA@MORTONSALT.COM Telephone Number: 312-807-2887

Name of Bidder: Morton Salt, Inc.

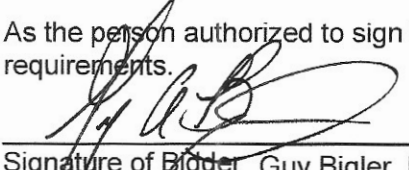
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

Morton Salt, Inc. does:
(Name of Business)

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 firm complies fully with the above requirements.


Signature of Bidder, Guy Bigler, Director of General Manufacturing

4/30/21
Date

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Morton Salt, Inc.
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation
☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:

Street Address : 444 West Lake Street, Suite 3000
(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606

Mailing Address: ☒ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513

Business Fax No.: 312-896-9208

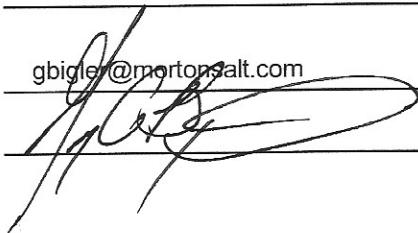
Authorized Signer:

Name of Authorized Signer: Guy Bigler

Title of Authorized Signer: Director of General Manufacturing
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: gbigler@mortonsalt.com

Authorized Written Signature:



STATE OF: Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization
this 30th day of April, 2021, by Guy Bigler, who is personally known to me
(or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: Meredith Kerr



NOTARY NAME: Meredith Kerr

Commission Number: 885209 My Commission Expires: 11/09/2022

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MORTON SALT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF FEBRUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MORTON SALT, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF JULY, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

4843561 8300

SR# 20210316793

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202431973

Date: 02-03-21

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

• Common Salt without Additives

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bulk Culinox 999 NC
- Bulk Extra Coarse Solar Salt Undried NC
- Bulk KD Industrial Salt NC
- Bulk Purex Salt NC
- Bulk Rock Salt NOC 17F NC
- Bulk Rock WC Extra Coarse Southern NC
- Bulk Rock White Crystal Coarse Southern NC
- Bulk Solar Coarse Salt Undried NC
- Bulk Solar Industrial Crude Salt NC
- Bulk Solar Salt
- Bulk Solar WC Extra Coarse Salt NC
- Bulk Solar White Crystal Coarse Salt NC
- Bulk Solar White Crystal Medium Salt NC
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Coarse Sea Salt (F114100000x)
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Extra Coarse Sea Salt
- Extra Fine 50 Sea Salt
- Extra Fine 70 Sea Salt
- Feed Mixing Salt
- Fine Mixing Salt
- Fine Solar Salt (w/o YPS)
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- ISCO Crystals, Bulk
- ISCO Medium, Bulk
- ISCO Water Conditioning, Bulk
- KD Crude Solar Salt
- KD Industrial Salt
- Kleer Fine Salt
- Kleer Granulated Salt
- Medium Sea Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt Plain Salt Block
- Northern Rock, F & R
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- Pure and Natural Water Softener Crystals
- PureSun Culinary Crystals
- PureSun Culinary Crystals Coarse
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Screened Bulk Solar Undried Salt
- Screened Bulk Solar Undried Salt NC
- Sea Salt, 50 lb. (F113100000x)
- Sea Salt, Tote (F113500000x)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Select Sea Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse
- Water Softening Salt (Undried) Extra Coarse
- White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)
- White Pretzel Salt (all)

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock
– see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone • 312-807-2000
(General)

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard • No label element(s) specifically required statements

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

2.2 Label elements

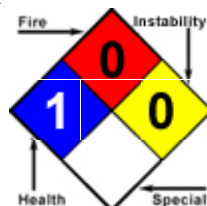
WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information

NFPA



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Non-Hazardous Components					
Chemical Name	Identifiers	%(weight)	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	> 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation** • Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin** • IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye** • In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion** • If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician** • All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media** • Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media** • No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards** • No unusual fire or explosion hazards known.
- Hazardous Combustion Products** • No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions** • Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures** • Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures** • Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents.

Incompatible Materials or Ignition • Strong oxidizing agents, strong acids.

Sources

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines • No applicable exposure limits available for product or components.

8.2 Exposure controls

Engineering Measures/Controls • Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms



Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless to white crystalline or compressed block/pellet.
Color	Colorless to White.	Odor	Odorless

Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 to 1461 C(2575.4 to 2661.8 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	7 Approximately
Specific Gravity/Relative Density	2.165 Water=1	Bulk Density	Variable
Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	Viscosity	Not relevant
Explosive Properties	Not relevant.	Oxidizing Properties:	Not relevant.
Volatility			
Vapor Pressure	Not relevant	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Component Name	CAS	Data
Sodium chloride (> 99%)	7647-14-5	Acute Toxicity: orl-rat LD50:3000 mg/kg
GHS Properties	Classification	
Acute toxicity	EU/CLP •Classification criteria not met OSHA HCS 2012 •Classification criteria not met	

Aspiration Hazard	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Carcinogenicity	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Germ Cell Mutagenicity	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin corrosion/Irritation	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Skin sensitization	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-RE	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
STOT-SE	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Toxicity for Reproduction	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Respiratory sensitization	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met
Serious eye damage/Irritation	EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion

Acute (Immediate)

- Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

- Product waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Packaging waste** • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user

- None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

- Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications

- None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No

Inventory

Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Inventory (Con't.)						
Component	CAS	Japan ENCS		Korea KECL		TSCA
Sodium chloride	7647-14-5	Yes		Yes		Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

- Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

- Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

- Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

- U.S. - California - Proposition 65 - Carcinogens List**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Developmental Toxicity**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Female**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Male**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

- U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**
- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

- U.S. - Rhode Island - Hazardous Substance List**
- Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

- | | |
|--|--|
| Last Revision Date | • 07/June 2019 |
| Preparation Date | • 07/June 2019 |
| Disclaimer/Statement of Liability | • The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations. |

Key to abbreviations

NDA = No data available

Revision History

Monday, June 15, 2015

Add "Hi-Purity Super Soft Salt Extra Coarse Crystals" F154040000G and
KD Industrial Salt F137300000Z

Tuesday, August 25, 2015

Add -Premium Salt Pellets F115040006G
Add – PureSun Culinary Crystals

Tuesday, November 17, 2015

Add	F154160000Z Bulk ISCO Medium	ISCO Medium, Bulk
	F154150000Z Bulk ISCO Crystals	ISCO Crystals, Bulk
	F154220000Z Bulk ISCO Water Conditioning	ISCO Water Conditioning, Bulk

Thursday, August 04, 2016

Add PureSun TFC Culinary Crystals
PureSun Culinary Crystals – Coarse

Thursday, October 6, 2016

Port Canaveral Product List
Coarse Sea Salt
Extra Coarse Sea Salt
Extra Fine 50 Sea Salt
Extra Fine 70 Sea Salt
Medium Sea Salt
PureSun Culinary Crystals
Sea Salt
Select Sea Salt

Also Pure and Natural Water Softener Crystals

October 11, 2017

Add
Bulk Culinox 999 NC
Bulk Extra Coarse Solar Salt Undried NC
Bulk KD Industrial Salt NC
Bulk Purex Salt NC
Bulk Rock Salt NOC 17F NC
Bulk Rock WC Extra Coarse Southern NC
Bulk Rock White Crystal Coarse Southern NC
Bulk Solar Coarse Salt Undried NC
Bulk Solar Industrial Crude Salt NC
Bulk Solar WC Extra Coarse Salt NC
Bulk Solar White Crystal Coarse Salt NC
Bulk Solar White Crystal Medium Salt NC
Screened Bulk Solar Undried Salt NC

Monday, December 4, 2017

Add Fine Solar Salt

Monday, May 7, 2018

Add Bulk Solar Salt

Wednesday, November 7, 2018

Delete PureSun TFC Culinary Crystals

Tuesday, December 4, 2018
Add White Pretzel Salt

Friday, June 7, 2019
Add Screened Bulk Solar Undried Salt



MORTON SALT PRODUCT DATA SHEET

Morton® Bulk Solar Industrial Crude Salt

Description

- This salt is made from crude solar salt either imported from the Bahamas, Brazil, Mexico or produced domestically.
- The salt is produced from brine impounded in open shallow ponds where the brine is concentrated and ultimately crystallized through slow evaporation by solar heat and wind.
- Fractional crystallization and washing voids much of the inorganic salt impurities present in the brine.
- There are no additives.
- Solar salt tends to crystallize in pyramidal aggregates which break up in harvesting and handling into irregular, somewhat rectangular particles. Appearance is crystalline to white with some incidence of a gray to tan shading.
- Meets AWWA Standard B200 for Sodium Chloride.
- This product is certified to NSF/ANSI/CAN 60.

Notice

- This product is not suitable for direct incorporation into food since it is not manufactured in compliance with 21 CFR 117 - Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food.

Chemical Properties

Analyte	u/m	Range	Note
Sodium Chloride	%	≥ 99.3	1
Calcium Sulfate	%	≤ 0.30	
Calcium & Magnesium as Calcium	PPM	$\leq 1,500$	
Other Salts	%	≤ 0.56	2
Water Insolubles	%	≤ 0.14	
Moisture (Surface)	%	≤ 4.30	

- Note 1. By difference of impurities, moisture-free basis (ASTM Methods).
- Note 2. One or more of the following salts -- calcium chloride, magnesium sulfate, magnesium chloride and sodium sulfate.

Physical Properties

- Range loose (pour) bulk density (g/ml): 0.95 - 1.40
- Range loose (pour) bulk density (lbs/cu.ft.): 59 - 87



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/31/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: HDI Global Insurance Company</td><td>41343</td></tr><tr><td>INSURER B: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C: American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HDI Global Insurance Company	41343	INSURER B: Zurich American Insurance Company	16535	INSURER C: American Zurich Insurance Company	40142	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: HDI Global Insurance Company	41343														
INSURER B: Zurich American Insurance Company	16535														
INSURER C: American Zurich Insurance Company	40142														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W19654871

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	GLD11429-11	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	☒ AUTOMOBILE LIABILITY		BAP 6221209 07	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB					EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$					\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐ No	WC 6221212 07	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation & Employers Liability - Retro Per Statute		WC 6221213 07	01/01/2021	01/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-EA EMPL \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

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

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Boca Raton is named as Additional Insured with respect to General Liability.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company

NAIC#: 16535

POLICY NUMBER: EWS 6221214 07 EFF DATE: 01/01/2021 EXP DATE: 01/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. Each Accident	\$1,000,000
& Employers Liability - OH	E.L. Disease-EA EMPL	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

BID – a price and terms quote received in response to an ITB.

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER – The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:**3.01 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.**3.02 AWARD AND REJECTION OF BIDS:**

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
- Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.02 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.
- Deliveries shall be made in accordance with City of Boca Raton security procedures.
- 5.03 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.05 CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.
- 5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded Bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts 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 and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

- 5.24 NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS:** Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:**
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:
- 1) Keep and maintain all public records related to the performance of the services.
 - 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that 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.
 - 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
 - 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, 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. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

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 employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), 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 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. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 DEFINITIONS / ACRONYMS

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.
- B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

Morton Salt, Inc _____ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

Morton Salt, Inc _____ agrees to purchase "Any Auto" or

"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

Gdy Bigler, Director of General Manufacturing

4.05 **SUBCONTRACTOR'S INSURANCE**

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 **SUPPLEMENTAL PROVISIONS**

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **CONTRACT PERIOD AND RENEWAL**

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder 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 employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant 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/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit 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 Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

TECHNICAL SPECIFICATIONS:**1.01 SCOPE**

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCL) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form.
- c) Product shall be white in color.
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

Item	Description	Percentage
1	Dry Basis	96.3-98%
2	Wet Basis	93.3% min.
3	Calcium Sulfate	0.30% max
4	Magnesium chloride	0.06% max
5	Calcium Chloride	0.10 % max
6	Magnesium Sulfate	0.02% max
7	Insolubles:	0.01% max
8	Moisture(as H ₂ O)	3.0% max
9	Lead	.0007% max
10	Copper	.0003% max
11	Iron(as Fe)	.002% max
12	Total Impurities(soluble and insoluble)	2.0% max

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A**Co-Op Agencies Estimated Annual Usage Schedule**

Agency	Contact	Annual Usage	Fittings	Tank
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@myboca.us	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting.	WWTP has two FRP tanks at 59 tons each
Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314	Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov	450 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	60 ton silo
Town of Davie Water Plant System III 3500 NW 76 th Ave. Hollywood, FL 33024	Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov	150 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 34 ton tank
City of Margate Water Treatment Plant 980 NW 66 th Ave Margate, FL 33063	Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com	500 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has one tank @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9 th St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com	250 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WWTP has one tank @ 60 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	8650 gallon tank

Continued on next page...

Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321	Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank
Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____

CITY OF BOCA RATON

PURCHASING DIVISION VIRTUAL PUBLIC MEETING PROCEDURES

**VENDOR SUBMISSION REVIEW
UTILIZING COMMUNICATIONS MEDIA TECHNOLOGY (CMT)
DURING DECLARED EMERGENCIES**

1. Intent.

The intent of these emergency Purchasing Division Virtual Public Meeting procedures (“Procedures”) is to ensure that, during a declared Federal, State, County, or Municipal emergency (“Declared Emergencies”) the Purchasing Division still has meetings, when necessary, to conduct official business in accordance with Florida Statutes and/or to meet requirements of the Procurement Code of the City of Boca Raton. It is the intent of the City to provide an equitable and efficient method to provide public access to all matters that are to be addressed through public meetings (“Proceedings”).

2. Applicability.

These Procedures shall be utilized only during Declared Emergencies.

3. Definitions.

The following words, terms and phrases, when used in these emergency procedures, and notwithstanding any other definitions in the City Code, shall have the meanings ascribed to them in this section.

Attendees. shall mean members of the general public who wish to view Proceedings via Communications Media Technology.

Notice. Notice requirements as contained in Florida Statutes and the City Code of ordinances shall apply to the Virtual Public Meeting. Any notice of a meeting, and any agenda for such meeting, to be conducted as a Virtual Public Meeting, shall include a reference to the Virtual Public Meeting Procedures for information on the method to view the Virtual Public Meeting.

Official file. All written communication received by Staff (from any source) concerning any matter on a Virtual Public Meeting Agenda shall be filed in the record of the Meeting, which shall be maintained by Staff.

Virtual Public Meeting Procedures and Technical Information for CMT Meetings. The technical information for CMT Meetings (utilizing the Go To Meeting platform) as detailed below, and a copy of these Virtual Public Meeting Procedures shall be posted on the City website.

4. General Procedures.

- (a) Virtual Public Meeting (or Meeting). The Virtual Public Meeting shall be held through the use of Communication Media Technology (electronic transmission of printed material, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available, as provided in Section 120.54(5)(b)(2), Florida Statutes), which is accessible to all Attendees to the extent technologically practicable.

- (b) Attendance. The Purchasing Division will make its best efforts to take attendance at all meetings or events held pursuant to these Procedures, to the extent technologically practicable through the CMT.
- (c) In the event the City's CMT malfunctions during the Virtual Public Meeting, the Purchasing Division shall use its best efforts to address the malfunction and, if the meeting is continued to a specific date and time, or rescheduled, to provide notice as to the date and time of the continuation of the Virtual Public Meeting. Malfunction of an individual's CMT equipment, including, but not limited to computer and/or telephone, shall not require continuation of the Virtual Public Meeting, provided the Purchasing Division Communication Media Technology Equipment continues to function.

5. Technical Information for CMT Meetings.

The notice of virtual public meeting will provide that instructions, as detailed below for accessing the meeting using communications media technology and will be available on the City's website.

- (a) Public Bid Openings – Attendees may view and/or listen to the opening of the bids but may not participate or provide comments/questions.
- (b) Pre-Bid Meetings – Attendees will be provided the opportunity to participate in the meeting. The Presenter will identify at the start of the meeting the breaks that will be made for questions. Attendees may also use the Ask function through the chat feature, to ask a question that will be read by the Presenter.

6. Technical Information for Communication Media Technology.

- Mute: Attendees will be automatically placed in Listen Only (mute) mode during the meeting. The meeting organizer (Staff) will control mute/unmute.
- Live Video: Attendees will have their video capabilities automatically placed on off mode.
- Attendance: In order to keep a log with attendance, we are asking everyone to type your name and the name of the supplier/contractor you represent under the chat feature.
- First Time Using Go To Meeting: Get the App in advance by clicking on the link provided below.

V 5/29/20

Go To Meeting Invitation:

Bid Opening for 2021-024; Solar Salt (Bulk) Supply & Delivery

Date and Time as stated in the Special Conditions, Item 1.1

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/580638309>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 580-638-309

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/580638309>



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

BID – a price and terms quote received in response to an ITB.

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:**3.01 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.**3.02 AWARD AND REJECTION OF BIDS:**

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.
- Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.02 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.
- Deliveries shall be made in accordance with City of Boca Raton security procedures.
- 5.03 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.05 CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.
- 5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded Bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts 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 and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

- 5.24 NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.
- 5.26 ADDITIONAL DISCOUNTS:** Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.
- 5.27 PUBLIC RECORDS:**
- A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that 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.
- 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, 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. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

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 employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), 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 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. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 **DEFINITIONS / ACRONYMS**

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.
- B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.05 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 CONTRACT PERIOD AND RENEWAL

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder 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 employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant 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/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit 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 Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

TECHNICAL SPECIFICATIONS:**1.01 SCOPE**

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCl) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form.
- c) Product shall be white in color.
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

Item	Description	Percentage
1	Dry Basis	96.3-98%
2	Wet Basis	93.3% min.
3	Calcium Sulfate	0.30% max
4	Magnesium chloride	0.06% max
5	Calcium Chloride	0.10 % max
6	Magnesium Sulfate	0.02% max
7	Insolubles:	0.01% max
8	Moisture(as H ₂ O)	3.0% max
9	Lead	.0007% max
10	Copper	.0003% max
11	Iron(as Fe)	.002% max
12	Total Impurities(soluble and insoluble)	2.0% max

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A**Co-Op Agencies Estimated Annual Usage Schedule**

Agency	Contact	Annual Usage	Fittings	Tank
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@myboca.us	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting.	WWTP has two FRP tanks at 59 tons each
Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314	Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov	450 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	60 ton silo
Town of Davie Water Plant System III 3500 NW 76 th Ave. Hollywood, FL 33024	Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov	150 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 34 ton tank
City of Margate Water Treatment Plant 980 NW 66 th Ave Margate, FL 33063	Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com	500 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has one tank @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9 th St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com	250 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WWTP has one tank @ 60 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	8650 gallon tank

Continued on next page...

Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321	Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank
Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID NO. 2021-024**BIDDERS CERTIFICATION**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder:** _____
(Firm Name as Registered with their State of origin)

Federal I.D. No.: _____

Above Bidder is: ☐ Corporation ☐ Limited Liability Corporation
 ☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:

Street Address : _____
(P.O. Box Address is not permitted)

City, State, Zip: _____

Mailing Address: ☐ check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: _____

Business Fax No.: _____

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF: _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 20____, by _____, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME: _____

Commission Number: _____ My Commission Expires: _____

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extended Price (F + P x E)
1	City of Boca Raton, WWTP	1,200 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
2	Town of Davie WTP	600 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
3	City of Lantana, WTP	1200 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
4	City of Margate WTP, WWTP	750 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
5	City of Pembroke Pines	800 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
6	City of Tamarac, WTP	600 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____
7	Village of Palm Springs	1200 tons	\$_____ / Per Ton	\$_____ / Per Ton	\$_____

Grand Total (Sum of Extended Prices for Lines 1 - 7)	\$_____
---	---------

Specify Mfg. /Name of Product being bid: _____ Bulk load Truck Delivery is: _____ tons

Name of Bidder: _____

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

1. Qualification of Bidder's information included? Yes _____ No _____
2. Questionnaire of Bidder's information included? Yes _____ No _____
3. Copy of Bidder's valid Business Tax Receipt submitted? Yes _____ No _____
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes _____ No _____
5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes _____ No _____
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes _____ No _____
7. Appropriate bid pages signed? Yes _____ No _____
8. Bidder's certification form signed, notarized and submitted? Yes _____ No _____
9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes _____ No _____
10. Addendum (if any issued) submitted? Yes _____ No _____
11. Proof that firm name is registered with their State of origin? Yes _____ No _____
12. Proof of ability to obtain insurance submitted? Yes _____ No _____
13. Drug Free Workplace Form submitted? Yes _____ No _____
14. Name of individual submitting Bid: _____
Email address: _____ Ph: _____
15. Contact person for Insurance Certificate: _____
Phone: _____ Email: _____

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____
Estimated Annual Quantity Supplied: _____

REFERENCE #2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____
Estimated Annual Quantity Supplied: _____

Continued on next page...

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name: _____ Title: _____
Phone: _____ : Fax: _____ Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____
Estimated Annual Quantity Supplied: _____ _____

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. _____

Proof submitted as attachment: Yes ____ No ____

Name of Bidder: _____

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

2. Details of shipping method to be used _____

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: _____

A. Contact Information for order placement/delivery inquiries:

Name (s) _____

Phone / Email address: _____

B. Contact Information for billing questions:

Name (s) _____

Phone / Email address: _____

C. Contact Information for Insurance questions:

Name (s) _____

Phone / Email address: _____

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or ☐ submit as an attachment.

Quality Control program is in place at _____ plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

_____ Ph: _____

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: _____

Email: _____ Telephone Number: _____

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

_____ does:
(Name of Business)

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 firm complies fully with the above requirements.

Signature of Bidder

Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

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

BID/RFP No. 2021-024

Description/Title: Solar Salt (Bulk) Supply & Delivery

Initial Contract Term: Start Date: 5/31/2021 End Date: 5/30/2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 5/31/2022 End Date: 5/30/2023

Renewal No. 2 Start Date: 5/31/2023 End Date: 5/30/2024

Renewal No. 3 Start Date: 5/31/2024 End Date: 5/30/2025

Renewal No. Start Date: End Date:

Extension / Renewal Note: Renewal 3 includes a price increase from \$169.62/ton to \$174.62/ton.

SECTION #1 VENDOR AWARD

Vendor Name: Morton Salt, Inc.

Vendor Address: 444 West Lake Street, Suite 3000, Chicago, IL 60606

Contact: Brian Jakosz

Phone: 630.861.2694 Fax:

Cell/Pager: Email Address: bjakosz@mortonsalt.com

Website: FEIN: 27-3146174

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Resolution/Agenda Item No.:

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City of Boca Raton

Agency Address: 201 West Palmetto Park Road, Boca Raton, FL 33432

Agency Contact: Neil Phillips Email nphillips@myboca.us

Telephone: 561.393.7876 Fax:



CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

April 1, 2024

Morton Salt, Inc.
Gary Bartuska
444 West Lake Street
Chicago, IL 60606
Tel: 312.807.2887
Email: gbartuska@mortonsalt.com

SUBJECT: Approval of Price Increase, Renewal 3
Bid No. 2021-024, Solar Salt (Bulk) Supply & Delivery

Dear Gary Bartuska,

This letter shall serve to advise that after careful review and consideration of your request for price increase, the City of Boca Raton, Lead Agency on behalf of all participating entities listed in the bid, hereby accepts your requested price adjustment from \$169.62/ton to \$174.62/ton.

In accordance with the provision of the above referenced term contract, said price increase shall become effective 5/31/2024 through 5/30/2025, for the first renewal period. Orders placed prior to May 31, 2024 shall be invoiced at the current prevailing prices.

The renewal information will be passed on to the SEFL Cooperative members.

Please do not hesitate to contact me via email, nphillips@myboca.us, should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips".

Neil Phillips
Buyer

c: Bid No. 2021-024



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Public Service

ITEM #10: Acceptance of Utility Easement Agreements - C.O. Taylor/Kirklane - The School Board of Palm Beach County

SUMMARY: The Utilities Department is requesting the acceptance of two (2) Utility Easement agreements for the area surrounding Wells #13 and #14, located at the elementary school. The agreements, if approved, would dedicate a fifty (50) foot by seventy (70) foot wide utility easement and a sixty (60) foot by fifty (50) foot wide utility easement to accommodate the expansion and upgrade of the Village wells.

Acceptance of the proposed utility easements will enable the Village to enter the easement property and use it at any time, which would include installation, construction, reconstruction, operation, inspection, maintenance, service, tie-in, removal, relocation, repairing, replacement, and improvement to the Village's installed utilities. The proposed easement areas will continue to be maintained by the Village.

The proposed Utility Easement Agreement was prepared by the School District and reviewed by the Assistant Utility Director, Project Coordinator, and Village Attorney.

FISCAL IMPACT:

The proposed utility easement agreements will not have a direct fiscal impact to the Village.

ATTACHMENTS:

1. Agreement - Utility Easement (West) - School Board of Palm Beach County
2. Agreement - Utility Easement (East) - School Board of Palm Beach County

Prepared by and Return to:
Kristin A. Vara-Garcia
School Board of Palm Beach County, Florida
3300 Forest Hill Boulevard, C-331,
West Palm Beach, FL 33406

CLIFFORD O. TAYLOR – KIRKLANE ELEMENTARY SCHOOL

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this 12 day of June, 2024, by The School Board of Palm Beach County Florida (hereinafter referred to as "Grantor"), whose address is 3661 Interstate Park Road North, Suite 200, Riviera Beach, Florida 33404, to Village of Palm Springs, Florida, c/o Utilities Department, whose mailing address is 226 Cypress Lane, Palm Springs, Florida 33461 (hereinafter referred to as "Grantee").

WITNESSETH

That Grantor, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement ("Easement") which shall permit Grantee authority to enter upon the property of the Grantor to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, raw water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment including potable water supply wells and associated piping, lines, conduits, valves, meters, incidental equipment, and attachments/appurtenances pertaining thereto in, on, over, under and across the easement premises (the "Easement Premises"). The Easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

In the event that damage to the Easement Premises, Grantor's surrounding property or Grantor's improvements on the Easement Premises or Grantor's surrounding property is caused by Grantee, its employees or agents, Grantee shall, at the Grantor's option, promptly re-sod, restore, repair or replace the damaged property or improvements using materials of like kind or quality or reimburse Grantor for the documented cost incurred by Grantor in repairing or replacing the damaged property or improvements.

The construction, maintenance or repair of Grantee's improvements shall be coordinated with the Board's Chief of Operating Officer by providing a minimum of thirty (30) days prior written notice unless said construction, maintenance or repair is of an emergency nature. Grantee shall ensure that the Easement Premises remains safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the Grantor. Grantee shall make its best efforts to schedule the construction, maintenance and repair of the improvements during a time or times when school is out of session so as to avoid a disruption of activities at the school. To the extent that any work is undertaken while school is in session, Grantee shall ensure that, during and as a result of work, Grantor's existing driveways, traffic stacking areas, bus loops and parking lots and pedestrian walkways, shall remain open and passable at all times by the Grantor's pedestrians and vehicles, including school buses.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Premises for the purposes herein expressed, Grantee shall return the easement area to its original condition, remove all of

its improvements thereto and this Easement shall become null and void, and all right, title and interest in and to the Easement Premises shall revert to the Grantor.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages that are prior in right and dignity to this Easement Deed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Witnesses as to Both:

Kristina Doctor
Sign

Kristina Doctor
Print

Martinez Senior
Sign

Martinez Senior
Print

3300 Forest Hill Boulevard
C-331
West Palm Beach, FL
33406

GRANTOR:

School Board of Palm Beach County, Florida

Karen M. Brill
Karen M. Brill, Chair

Michael J. Burke
Michael J. Burke, Superintendent

(BOARD SEAL)



Board Approval Date: 6/12/24

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Kristin Vara-Garcia
Kristin Vara-Garcia,
School Board Attorney

NOTARY CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of June, 2024, by Karen M. Brill and Michael J. Burke, Chair and Superintendent of the School Board of Palm Beach County, Florida, who are personally known to me.



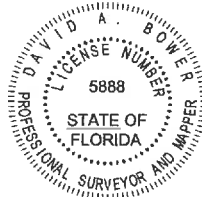
Michele Stearns
Notary Signature

Michele Stearns
Typed, Printed or Stamped Name of Notary
My Commission Expires: 10/17/27

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**David A
Bower**

Digitally signed by
David A Bower
Date: 2024.01.24
17:02:28 -05'00'



DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

DESCRIPTION:

A variable width strip of land being a portion of Section 13, Township 44 South, Range 42 East. Being more particularly described as follows:

COMMENCING at the East Quarter corner of Section 13, Township 44 South, Range 42 East;

thence South 89°47'38" West a distance of 1333.20 feet to a point being on the West line of the West 1/2, of the Southeast 1/4 of said Section 13;

thence North 00°09'59" West, along said West line, 351.70 feet to the Southwest corner of a 10 foot Right-of-Way Acquisition per Resolution No. 98-42, as recorded in Official Records Book 10569 Page 1830 Palm Beach County Records;

thence North 89°35'22" East a distance of 10.00 feet to a point lying 10.00 feet East of and parallel with (as measured by right angles) said West line of the West 1/2, of the Southeast 1/4 of said Section 13;

thence North 00°09'59" West along the East line of said parallel line, a distance of 910.11 feet to the POINT OF BEGINNING;

thence continue North 00°09'59" West along said parallel Line a distance of 45.07 feet to a point being the most Northeast corner of said Right-of-Way Acquisition and the point of curvature of a circular curve to the right whose Radius point bears South 37°02'11" East from said point;

thence Northerly and Easterly along the arc of said curve having a radius of 25.00 feet, a central angle of 36°37'02" and an arc length of 15.98 feet to a point being on the South line of a 40 foot Right-of-Way for Purdy Lane, per the Right-of-Way deed, Official Records Book 1833 Page 1724 Palm Beach County Records;

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: (561) 753-0650 Email: survey@djlasurvey.net

SKETCH & DESCRIPTION
FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: N/A	DATE: 01/19/24
CHK: DAB	JOB# 23-005-001 S&D	SHEET: 1 OF 4

(DESCRIPTION CONTINUED FROM SHEET 1)

thence North 89°34'51" East along said South Right-of-Way line a distance of 45.11 feet to a point lying 60.00 feet East of and parallel with (as measured by right angles) the East line of said Right-of-Way Acquisition per said Resolution NO. 98-42;

thence South 00°09'59" East along said parallel line a distance of 50.00 feet;

thence South 89°34'51" West a distance of 60.00 feet to the Point of Beginning;

Said lands situate, lying and being in Section 13, Township 44 South, Range 42 East, Village of Palm Springs, Palm Beach County, Florida.

Containing 2977 square feet more or less.

SURVEYOR'S NOTES:

1. The undersigned makes no representations or guarantees as to the information reflected hereon pertaining to easements, rights of way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights of way and/or easements of record.
2. The licensed business number for Dennis J. Leavy & Associates Inc. is LB #6599, the certifying surveyors (David A. Bower) license number is LS #5888.
3. Bearings depicted hereon are based upon the West Line of the West 1/2, of The Southeast 1/4 of Section 13, Township 44 South, Range 42. Said line having a assumed bearing of North 00°09'59" West.
4. This is NOT a survey.

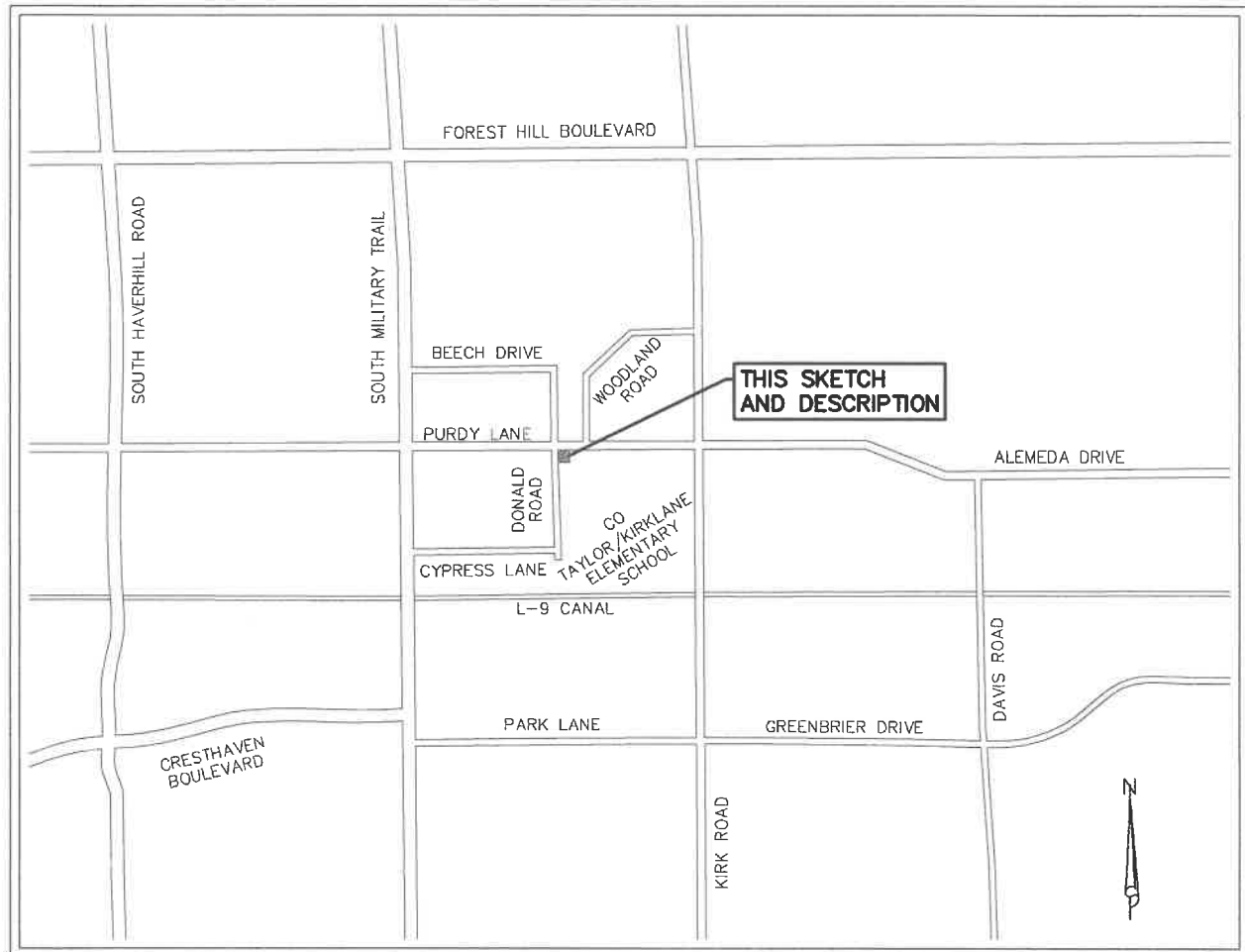
LEGEND:

(P)	ANNA-JOHNS ESTATES (P.B. 23, PG. 219, P.B.C.R.)
AL	ARC LENGTH
CA	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PCN	PARCEL CONTROL NUMBER
PG.	PAGE
R	RADIUS
R/W	RIGHT OF WAY

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: (561) 753-0650 Email: survey@djl survey.net

SKETCH & DESCRIPTION
FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: N/A	DATE: 01/19/24
CHK: DAB	JOB# 23-005-001 S&D	SHEET: 2 OF 4



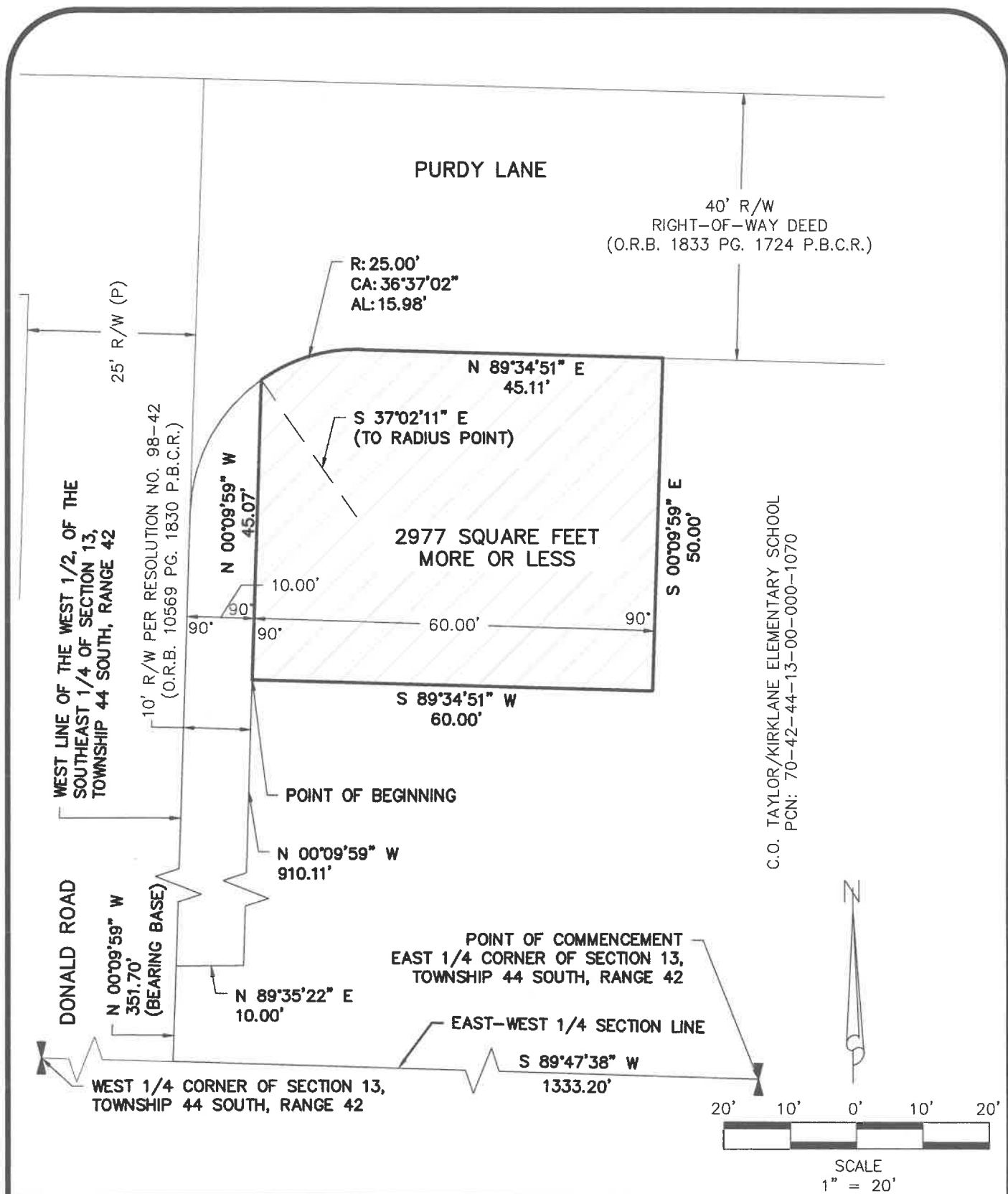
LOCATION MAP

NOT TO SCALE

Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: (561) 753-0650 Email: survey@djlasurvey.net

SKETCH & DESCRIPTION
 FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: N/A	DATE: 01/19/24
CHK: DAB	JOB# 23-005-001 S&D	SHEET: 3 OF 4



Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: (561) 753-0650 Email: survey@djlasurvey.net

**SKETCH & DESCRIPTION
FOR: HOLTZ CONSULTING ENGINEERS, INC.**

DRAWN: MM

SCALE: 1"=20'

DATE: 01/19/24

CHK: DAB

JOB# 23-005-001 S&D

SHEET: 4 OF 4

The Village of Palm Springs, Florida, accepts the foregoing Utility Easements (for Well #13 and Well #14 at the Clifford O. Taylor – Kirklane Elementary School) on _____, 2024.

Village of Palm Springs, Florida

Bev Smith, Mayor

ATTEST:

Approved as to legal sufficiency:

Kim Wynn, Village Clerk

Christy Goddeau, Village Attorney

Prepared by and Return to:
Kristin A. Vara-Garcia
School Board of Palm Beach County, Florida
3300 Forest Hill Boulevard, C-331,
West Palm Beach, FL 33406

CLIFFORD O. TAYLOR – KIRKLANE ELEMENTARY SCHOOL

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this 12 day of June, 2021, by The School Board of Palm Beach County Florida (hereinafter referred to as "Grantor"), whose address is 3661 Interstate Park Road North, Suite 200, Riviera Beach, Florida 33404, to Village of Palm Springs, Florida, c/o Utilities Department, whose mailing address is 226 Cypress Lane, Palm Springs, Florida 33461 (hereinafter referred to as "Grantee").

WITNESSETH

That Grantor, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement ("Easement") which shall permit Grantee authority to enter upon the property of the Grantor to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, raw water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment including potable water supply wells and associated piping, lines, conduits, valves, meters, incidental equipment, and attachments/appurtenances pertaining thereto in, on, over, under and across the easement premises (the "Easement Premises"). The Easement hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

In the event that damage to the Easement Premises, Grantor's surrounding property or Grantor's improvements on the Easement Premises or Grantor's surrounding property is caused by Grantee, its employees or agents, Grantee shall, at the Grantor's option, promptly re-sod, restore, repair or replace the damaged property or improvements using materials of like kind or quality or reimburse Grantor for the documented cost incurred by Grantor in repairing or replacing the damaged property or improvements.

The construction, maintenance or repair of Grantee's improvements shall be coordinated with the Board's Chief of Operating Officer by providing a minimum of thirty (30) days prior written notice unless said construction, maintenance or repair is of an emergency nature. Grantee shall ensure that the Easement Premises remains safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the Grantor. Grantee shall make its best efforts to schedule the construction, maintenance and repair of the improvements during a time or times when school is out of session so as to avoid a disruption of activities at the school. To the extent that any work is undertaken while school is in session, Grantee shall ensure that, during and as a result of work, Grantor's existing driveways, traffic stacking areas, bus loops and parking lots and pedestrian walkways, shall remain open and passable at all times by the Grantor's pedestrians and vehicles, including school buses.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Premises for the purposes herein expressed, Grantee shall return the easement area to its original condition, remove all of

its improvements thereto and this Easement shall become null and void, and all right, title and interest in and to the Easement Premises shall revert to the Grantor.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages that are prior in right and dignity to this Easement Deed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Witnesses as to Both:

[Signature]
Sign

Kristina Doder
Print

[Signature]
Sign

Mardner S. Snioco
Print

3300 Forest Hill Boulevard
C-331
West Palm Beach, FL
33406

GRANTOR:

School Board of Palm Beach County, Florida

[Signature]
Karen M. Brill, Chair

[Signature]
Michael J. Burke, Superintendent

(BOARD SEAL)



Board Approval Date: 6/12/24

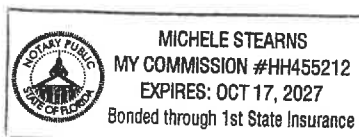
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Kristin Vara-Garcia,
School Board Attorney

NOTARY CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of June, 2024, by Karen M. Brill and Michael J. Burke, Chair and Superintendent of the School Board of Palm Beach County, Florida, who are personally known to me.

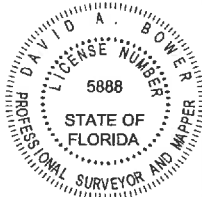


[Signature]
Notary Signature

Michele Stearns
Typed, Printed or Stamped Name of Notary
My Commission Expires: 10/17/27

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

David A Bower Digitally signed
by David A Bower
Date: 2024.03.21
16:15:05 -04'00'



DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

DESCRIPTION:

A parcel of land being a portion of Section 13, Township 44 South, Range 42 East. Being more particularly described as follows:

COMMENCING at the Northeast corner of CYPRESS ESTATES OF PALM SPRINGS, according to the plat thereof, as recorded in Plat Book 81, Page 122 of the Public Records of Palm Beach County, Florida;

thence South 01°46'10" West along the East line of said plat of CYPRESS ESTATES OF PALM SPRINGS, a distance of 124.24 feet to the POINT OF BEGINNING;

thence South 88°13'50" East, a distance of 50.00 feet to a point lying 50.00 feet East of and parallel with (as measured by right angles) said East line of said plat of CYPRESS ESTATES OF PALM SPRINGS;

thence South 01°46'10" West along said parallel line a distance of 70.00 feet;

thence North 88°13'50" West a distance of 50.00 feet to a point being on said East line of said plat of CYPRESS ESTATES OF PALM SPRINGS;

thence North 01°46'10" East, along said East line of said CYPRESS ESTATES OF PALM SPRINGS, a distance of 70.00 feet to the POINT OF BEGINNING;

Said lands situate, lying and being in Section 13, Township 44 South, Range 42 East, Village of Palm Springs, Palm Beach County, Florida.

Containing 3,500 square feet more or less.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: (561) 753-0650 Email: survey@djlasurvey.net

SKETCH & DESCRIPTION
FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: N/A	DATE: 03/15/24
CHK: DAB	JOB# 23-005-001 S&D 2	SHEET: 1 OF 4

SURVEYOR'S NOTES:

1. The undersigned makes no representations or guarantees as to the information reflected hereon pertaining to easements, rights of way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights of way and/or easements of record.
2. The licensed business number for Dennis J. Leavy & Associates Inc. is LB #6599, the certifying surveyors (David A. Bower) license number is LS #5888.
3. Bearings depicted hereon are based upon the East line of CYPRESS ESTATES OF PALM SPRINGS, according to the plat thereof, as recorded in Plat Book 81, Page 122 of the Public Records of Palm Beach County, Florida, Said line having a bearing of South 01°46'10" West.
4. This is NOT a survey.

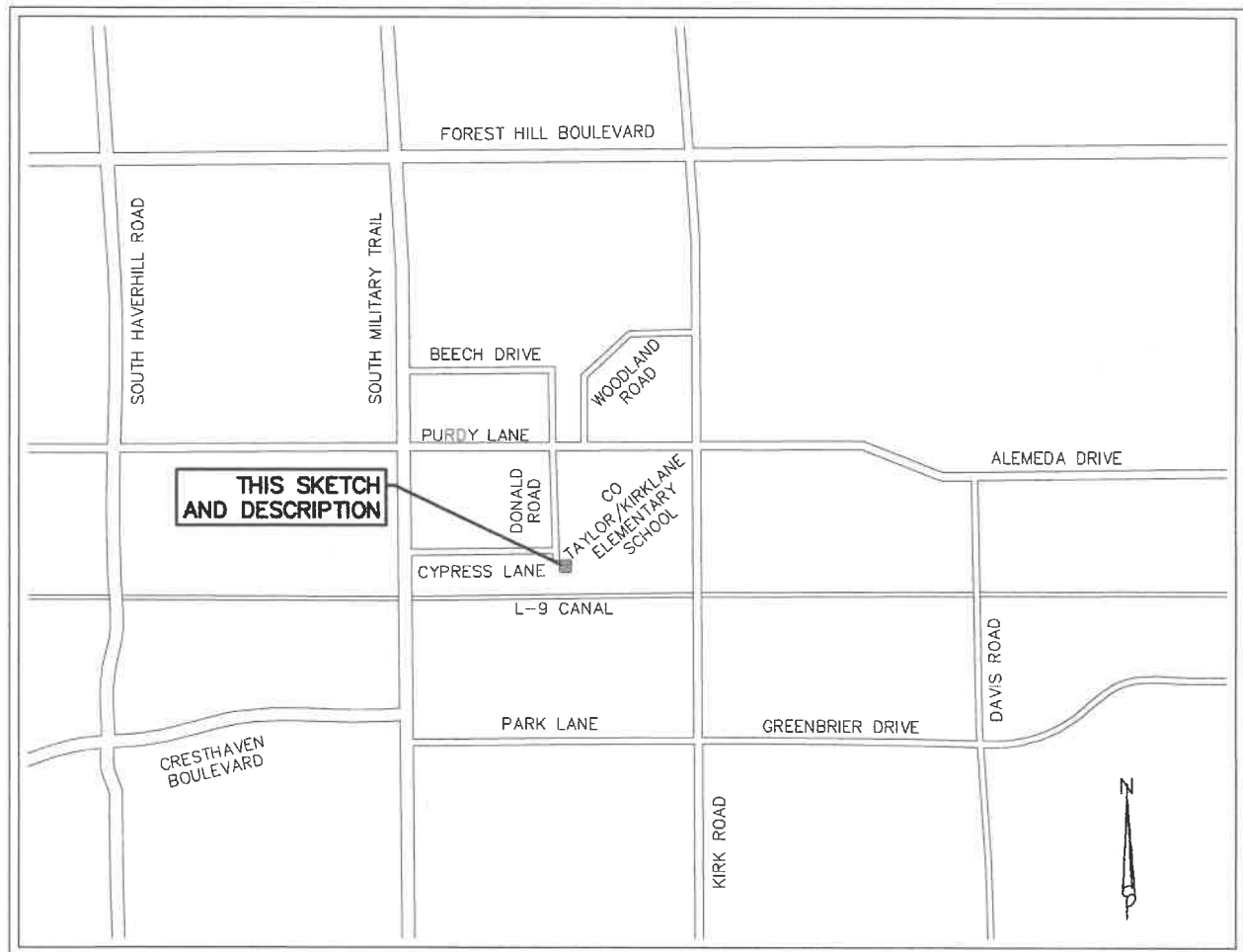
LEGEND:

(P)	CYPRESS ESTATES OF PALM SPRINGS (P.B. 81, PG. 122, P.B.C.R.)
A.E.	ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
L.A.E.	LIMITED ACCESS EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PCN	PARCEL CONTROL NUMBER
PG.	PAGE
U.E.	UTILITY EASEMENT

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: (561) 753-0650 Email: survey@djlasurvey.net

SKETCH & DESCRIPTION FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: N/A	DATE: 03/15/24
CHK: DAB	JOB# 23-005-001 S&D 2	SHEET: 2 OF 4

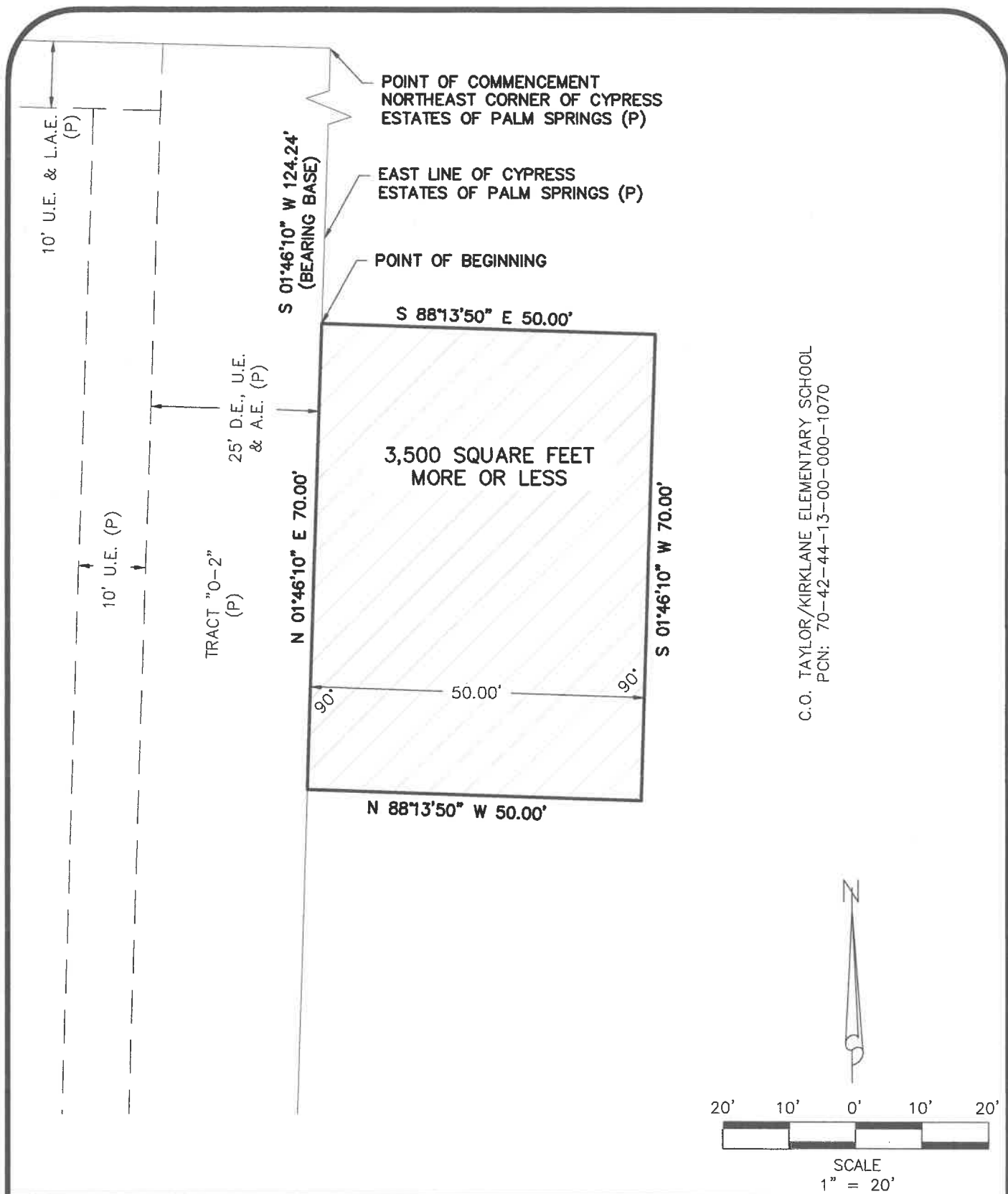


LOCATION MAP
NOT TO SCALE

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: (561) 753-0650 Email: survey@djl survey.net

SKETCH & DESCRIPTION
FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: N/A	DATE: 03/15/24
CHK: DAB	JOB# 23-005-001 S&D 2	SHEET: 3 OF 4



Dennis J. Leavy & Associates, Inc.
 Land Surveyors * Mappers
 460 Business Park Way * Suite B
 Royal Palm Beach, Florida 33411
 Phone: (561) 753-0650 Email: survey@djlasurvey.net

SKETCH & DESCRIPTION
FOR: HOLTZ CONSULTING ENGINEERS, INC.

DRAWN: MM	SCALE: 1"=20'	DATE: 03/15/24
CHK: DAB	JOB# 23-005-001 S&D 2	SHEET: 4 OF 4

The Village of Palm Springs, Florida, accepts the foregoing Utility Easements (for Well #13 and Well #14 at the Clifford O. Taylor – Kirklane Elementary School) on _____, 2024.

Village of Palm Springs, Florida

Bev Smith, Mayor

ATTEST:

Approved as to legal sufficiency:

Kim Wynn, Village Clerk

Christy Goddeau, Village Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Administration

ITEM #11: Approve Voting Delegate - 2024 Florida League of Cities Annual Conference

SUMMARY: The Florida League of Cities has requested that each municipality designate one official as the voting delegate for the upcoming 98th Annual Conference to be held at Diplomat Beach Resort, Hollywood, Florida from August 15th-17th, 2024.

Each year during the business meeting session of the Conference, the designated voting delegate will represent the Village on policy development, the election of League leadership, and the adoption of resolutions that may be introduced during the meeting. One official from each municipality will make decisions that determine the direction of the League.

The deadline to submit voting delegate forms must be received by the League no later than July 31, 2024.

FISCAL IMPACT:

There is no fiscal impact on the Village.

ATTACHMENTS:

1. 2024 Voting Delegate Memo



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate



2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com



Village of Palm Springs

Executive Brief

AGENDA DATE: July 11, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #12: Ordinance No. 2024-05 - Village Code Amendment - Temporary Signs

SUMMARY: The sign regulations were amended in February 2016 to address a United States Supreme Court decision, Reed v. Town of Gilbert, which invalidated sign regulations that make distinctions between temporary signs based on the sign message. The code was amended to make uniform sign criteria that regulate the size, height, number, and placement of temporary signs on private properties within the Village.

A temporary sign is defined as "any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of the message, typically found on a permanent sign, on an existing lawful sign or sign structure."

Staff is proposing to clarify that temporary signs about an event, including an election, shall not be posted more than 30 days before the event.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Assistant Village Manager and Planning, Zoning, and Building Director.

The proposed ordinance was considered by the Planning & Zoning Board at their June 11, 2024, meeting and recommended approval.

The proposed ordinance was approved on the 1st reading by the Village Council on June 13, 2024, and is being presented on the 2nd and final reading.

FISCAL IMPACT:

The proposed code amendment has no fiscal impact on the village. After October 1, 2024, any amendments to the land development regulations will require a Business Impact Statement.

ATTACHMENTS:

1. Proposed Ordinance No. 2024-05 - Election Signs
2. Existing Temporary Sign Regulations - Section 34-324

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE OF PALM SPRINGS CODE OF ORDINANCES AT CHAPTER 34, "LAND DEVELOPMENT", ARTICLE IV, "SIGNS", DIVISION 3, "SPECIFICATIONS", SECTION 34-324, "TEMPORARY SIGNS" TO CLARIFY WHEN TEMPORARY SIGNAGE MAY BE POSTED; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida ("Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapters 166 and 163, Florida Statutes; and

WHEREAS, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances, at section 34-324, regarding the use of temporary signs, which regulations were adopted in a manner consistent with the United States Supreme Court's decision in *Reed v. Town of Gilbert*, 576 U.S. 155 (2015), holding that the regulation of signage based on content is subject to strict scrutiny in determining whether such regulation is constitutional; and

WHEREAS, the Village desires to amend section 34-324 to further clarify when temporary signage may be posted; and

WHEREAS, the *Reed* decision does not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives; and

WHEREAS, the Village does not wish to censor speech or regulate the content thereof, but rather to provide for the public welfare by regulating the time and placement of temporary signage in a manner that enhances the aesthetics of the Village and reduces visual pollution; and

WHEREAS, consistent with the stated purpose and findings of fact set forth in section 34-324, the Village Council finds and determines that the temporary sign regulations are intended to protect the public from the dangers of unsafe signs, including signs that create hazardous conditions, confusion, and visual clutter through excess proliferation, and improper timing of placement; and

WHEREAS, the Village Council finds and determines that the temporary sign regulations are intended to permit temporary signs that are compatible with their surroundings, aid orientation, and do not obstruct or harm the visual aesthetics of the Village; and

WHEREAS, the Village Council finds and determines that the time limitations for the use of temporary signs set forth in the Ordinance will reduce confusion and the aesthetic eyesores within the Village; and

WHEREAS, in accordance with the requirements of Chapter 163, Florida Statutes, and the Village's Code, the Village's Planning and Zoning Board has reviewed the proposed Ordinance and recommends approval and has determined that the proposed Ordinance is consistent with the City's Comprehensive Plan; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Villages Comprehensive Plan; and

WHEREAS, the Village Council legislatively determines and declares that adoption of this Ordinance providing new time placement limitations for temporary signage is beneficial to the public interests of health, safety, and general welfare for the residents and visitors of the Village of Palm Springs and consistent with the stated purposes of sections 34-261 and 34-324 and the findings of fact in section 34-324 of the Village's Code of ordinances for all Village signage and temporary signate; and,

WHEREAS, the Village Council deems approval of this Ordinance serves a valid public purpose.

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

Section 1. Findings of Fact: The WHEREAS clauses set forth above are adopted herein as true legislative findings of fact of the Village Council in addition and supplemental to the purposes set forth in section 34-261 of the Village Code. It is the purpose and intent of this Ordinance to promote the health, safety, and general welfare of the residents and visitors of the Village and to ensure the proper regulatory requirements for temporary signage within the Village's corporate limits. The purpose and findings of fact set forth in section 34-324 for temporary signage are also readopted as true legislative purposes and findings of fact for purposes of this Ordinance.

Section 2. Chapter 34 "Land Development", Article IV, " Signs", Division 3, "Specifications", Section 34-324 "Temporary Signs" of the Village Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-324. Temporary signs.

- (a) *Scope.* Notwithstanding anything to the contrary in the Code, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (b) *Findings of fact.* The village council finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the village as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The village council further finds that the regulation of temporary signs within the village is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.
- (c) *Purpose and intent.* It is the purpose of this section to promote public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the village council that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential and commercial character of the village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of constitutional rights while achieving the village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural environment, commercial and residential areas. These sign regulations have been prepared with the intent of enhancing the visual environment of the village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
 - (1) Encourage the effective use of signs as a means of communication in the village;
 - (2) Maintain and enhance the aesthetic environment and the village's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;

- (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the village;
 - (10) Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
 - (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (d) *Definitions.* The following definitions are applicable to this section.

Sign. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include:

- (1) Artwork;
- (2) Holiday or seasonal decorations;
- (3) Flags (as defined in this article) cemetery markers, or machinery or equipment signs.

Temporary sign. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional

sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message, typically found on a permanent sign, on an existing lawful sign or sign structure.

- (e) *Criteria required for temporary signs.* The criteria for temporary signs are set forth in the table below. A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

Temporary Signs Design Standards and Limitations

	ZONING DISTRICTS		
	RS, RM	CN, CG, LI	G
Maximum number of signs per parcel ¹	4	4	4
Maximum sign area ²	6 sf.	20 sf.	20 sf.
Sign height maximum for a sign ³	5 ft.	5 ft.	5 ft.
Sign height maximum for a sign located on a wall (inclusive of a window sign)	15 ft.	15 ft.	15 ft.
Minimum sign setback for ground signs ⁴	7 ft.	7 ft.	7 ft.
Minimum spacing from any other sign (temporary sign or a permanent sign ⁵)	20 ft.	20 ft.	20 ft.
Aggregate maximum of surface area allocated for all sign messages ⁶	48 sf.	160 sf.	160 sf.

- 1 The number of temporary commercial signs per parcel shall be no more than two.
 - 2 The square footage limitation is per side for a back-to-back sign. For example, a six square foot limitation means that there is a limit of six square feet of surface area per side of a back-to-back sign, and an aggregate limit of 12 square feet is allowed if the sign is a back-to-back temporary sign.
 - 3 Not applicable to flags, as defined in this article.
 - 4 Minimum sign setbacks are measured from the edge of the property line, however a temporary sign shall not be located any closer than ten feet to the edge of pavement of a roadway. Setbacks do not apply to wall signs. All temporary signs are prohibited on public property.
 - 5 Not applicable to signs displayed on flagpoles.
 - 6 There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.
- (f) *Prohibition of temporary signs on public property.* Other than government signs displaying government speech, temporary signs on public property are prohibited unless otherwise allowed within the Code.

- (g) *Duration for display of temporary sign.* If a temporary sign pertains to an event, including an election, the temporary sign shall not be posted more than 30 days prior to the event and must be removed within and by no later than three days after the event is concluded.
- (h) *Display of temporary sign requires permission of real property owner.* A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.
- (i) *A temporary sign may not display any lighting and must remain static.* A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (j) *A temporary sign may not incorporate fluorescent color or exhibit fluorescence.* A temporary sign may not incorporate fluorescent color or exhibit fluorescence.
- (k) *A temporary sign may not obstruct a permanent sign or the vision between pedestrians and vehicles.* A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those meeting intersection visibility requirements.
- (l) *A temporary sign may display multiple messages.* A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.
- (m) *A temporary sign is not subject to permitting.* A temporary sign does not require a permit from the village.
- (n) *This section is not intended to regulate interior facing signage.* The village does not intend that this section regulate or be applicable to signage located in the interior of school yards, ball/play fields or similar uses where such signage is designed to face the interior of such location and is not designed to be viewed or seen from adjacent roadways.
- (o) *Removing of temporary signs during inclement weather.* In the event a hurricane warning is issued for all or part of the municipal limits, all temporary signs must be removed immediately and shall not be replaced until after the warning is lifted.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. This Ordinance shall be codified in the Village's

Code of Ordinances. Non-substantive changes to amend or identify the applicable sections, article, or division of the code may be made to this Ordinance at the time of codification.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the Village Council of the Village of Palm Springs, Florida.

Council Member _____ offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
KIM SCHMITZ, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
GARY READY, 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 _____, 2024.

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: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Sec. 34-324. Temporary signs.

- (a) *Scope.* Notwithstanding anything to the contrary in the Code, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.
- (b) *Findings of fact.* The village council finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the village as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The village council further finds that the regulation of temporary signs within the village is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.
- (c) *Purpose and intent.* It is the purpose of this section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the village council that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential and commercial character of the village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of constitutional rights while achieving the village's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural environment, commercial and residential areas. These sign regulations have been prepared with the intent of enhancing the visual environment of the village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:
 - (1) Encourage the effective use of signs as a means of communication in the village;
 - (2) Maintain and enhance the aesthetic environment and the village's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;
 - (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the village;

- (10) Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
- (11) Enable the fair and consistent enforcement of these temporary sign regulations.

(d) *Definitions.* The following definitions are applicable to this section.

Sign. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include:

- (1) Artwork;
- (2) Holiday or seasonal decorations;
- (3) Flags (as defined in this article) cemetery markers, or machinery or equipment signs.

Temporary sign. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message, typically found on a permanent sign, on an existing lawful sign or sign structure.

(e) *Criteria required for temporary signs.* The criteria for temporary signs are set forth in the table below. A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

Temporary Signs Design Standards and Limitations

	ZONING DISTRICTS		
	RS, RM	CN, CG, LI	G
Maximum number of signs per parcel ¹	4	4	4
Maximum sign area ²	6 sf.	20 sf.	20 sf.
Sign height maximum for a sign ³	5 ft.	5 ft.	5 ft.
Sign height maximum for a sign located on a wall (inclusive of a window sign)	15 ft.	15 ft.	15 ft.
Minimum sign setback for ground signs ⁴	7 ft.	7 ft.	7 ft.
Minimum spacing from any other sign (temporary sign or a permanent sign ⁵)	20 ft.	20 ft.	20 ft.
Aggregate maximum of surface area allocated for all sign messages ⁶	48 sf.	160 sf.	160 sf.

1 The number of temporary commercial signs per parcel shall be no more than two.

2 The square footage limitation is per side for a back-to-back sign. For example, a six square foot limitation means that there is a limit of six square feet of surface area per side of a back-to-back sign, and an aggregate limit of 12 square feet is allowed if the sign is a back-to-back temporary sign.

3 Not applicable to flags, as defined in this article.

4 Minimum sign setbacks are measured from the edge of the property line, however a temporary sign shall not be located any closer than ten feet to the edge of pavement of a roadway. Setbacks do not apply to wall signs. All temporary signs are prohibited on public property.

5 Not applicable to signs displayed on flagpoles.

6 There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.

- (f) *Prohibition of temporary signs on public property.* Other than government signs displaying government speech, temporary signs on public property are prohibited unless otherwise allowed within the Code.
- (g) *Duration for display of temporary sign.* If a temporary sign pertains to an event, the temporary sign shall be removed within and by no later than three days after the event is concluded.
- (h) *Display of temporary sign requires permission of real property owner.* A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.
- (i) *A temporary sign may not display any lighting and must remain static.* A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
- (j) *A temporary sign may not incorporate fluorescent color or exhibit fluorescence.* A temporary sign may not incorporate fluorescent color or exhibit fluorescence.
- (k) *A temporary sign may not obstruct a permanent sign or the vision between pedestrians and vehicles.* A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those meeting intersection visibility requirements.
- (l) *A temporary sign may display multiple messages.* A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.
- (m) *A temporary sign is not subject to permitting.* A temporary sign does not require a permit from the village.
- (n) *This section is not intended to regulate interior facing signage.* The village does not intend that this section regulate or be applicable to signage located in the interior of school yards, ball/play fields or similar uses where such signage is designed to face the interior of such location and is not designed to be viewed or seen from adjacent roadways.
- (o) *Removing of temporary signs during incimate weather.* In the event a hurricane warning is issued for all or part of the municipal limits, all temporary signs must be removed immediately and shall not be replaced until after the warning is lifted.

(Code 1994, § 30-215; Ord. No. 2015-13, § 2, 5-14-2015; Ord. No. 2016-02, § 4, 3-10-2016)