The City of

Boynton Beach

City Commission Agenda

Tuesday, October 1, 2024, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Ty Penserga, Mayor (At Large)
Aimee Kelley, Vice Mayor (District IV)
Angela Cruz, Commissioner (District I)
Woodrow L Hay, Commissioner (District II)
Thomas Turkin, Commissioner (District III)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

City Commission Meeting
6:00 PM

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City

Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. Watch the meeting online, but not participate:

You may watch the meeting via the GoToWebinar platform. Visit the City's website at www.boynton-beach.org to access the up-to-date link to the meeting.

2. Watch the meeting online and provide public comment during the meeting:

To request to speak during the meeting, you can electronically "raise your hand" or type a question using the GoToWebinar platform. The meeting moderator will announce when it is your turn to speak or have your question addressed. Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

   A. Call to Order - Mayor Ty Penserga
   Roll Call.

   Invocation by Pastor Nate Santos, Living Waters Church.

   Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

   Agenda Approval:
   1. Additions, Deletions, Corrections
   2. Adoption

2. **Other**

   A. Information Items by members of the City Commission.
   City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

   A. Proclamation- Hispanic Heritage Month.
   Read and present the proclamation naming September 15, 2024 to October 15, 2024 as Hispanic Heritage Month to the following: Juan Pagan, President of the Florida Hispanic American Chamber of Commerce; Laura Hanley and Virginia Savietto from the Latino Leadership Alliance Government Relations Committee; and City Clerk Maylee De Jesus, incoming President for the Florida Chapter of the Local Government Hispanic Network.

   B. Proclamation- Animal Welfare Month.
   Read and present the proclamation to Megan Weinberger, from Rescue Life, naming October 2024 as Animal Welfare Month.

C. Announcement of the Senior Health Fair
The Semi-Annual Senior Health Fair will be held on Tuesday, October 15th from 10 A.M. to 12 P.M. at the Ezell Hester Jr. Community Center located at 1901 N. Seacrest Blvd.

This event is free to the public providing health resources and services from healthcare providers for Seniors and their caregivers along with free health screenings, fitness demonstrations, and door prizes.

For more information contact the Boynton Beach Senior Center at 561-742-6570.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. Advisory Board Appointments.
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

B. Discussion regarding adding a Sister City from Ireland.
Requested by Vice Mayor Kelley. Jeanne Heavilin, from Sister Cities, will be in attendance to answer any questions.

6. **Consent Agenda**

A. Proposed Resolution No. R24-216- Approving the conditional settlement and release in the amount of $100,000 for the resolution of Kathryn Matos v. City of Boynton Beach, EEOC Charge No. 510-2024 and related claims. (Tabled from September 23rd, 2024)
Staff recommends approval of proposed Resolution No. R24-216.

B. Proposed Resolution No. R24-225- Approving an agreement with Palm Beach County for the EMS Grant in an amount not to exceed $17,852.50 to reimburse the City for its purchase of 18 Handtvey Pediatric Bags with training, medication, and equipment guides.
Staff recommends approval of Proposed Resolution No. R24-225.

C. Proposed Resolution No. R24-226- Approve the Interlocal Agreement between Palm Beach County and the City of Boynton Beach for the Staffing of Emergency Shelters by Emergency Medical Services Staff.
Staff recommends approval of Proposed Resolution No. R24-226.

D. Proposed Resolution No. R24-227- Approve the First Amendment to the Subrecipient Agreement, granting a three-month extension to the Agreement with Boynton Beach Faith Based Community Development Corporation Inc., for the Community Development Block Grant - Limited Rehabilitation Program as previously

approved by Resolution No. R23-124.
Staff recommends approval of Proposed Resolution No. R24-227.

E. Proposed Resolution No. R24-228- Approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Clean Space, Inc., f/k/a Kelly Janitorial Systems, Inc., for janitorial services for City municipal buildings and facilities.
Staff recommends approval of Proposed Resolution No. R24-228.

F. Proposed Resolution No. R24-229- Approve the renewal of General and Excess Liability coverage with Evanston Insurance Company for leased property at Mangrove Park.
Staff recommends approval of Proposed Resolution No. R24-229.

G. Proposed Resolution No. R24-230- Approving and authorizing the Mayor to sign an Owner affidavit form for building renovations at 124 E. Woolbright Road.

Staff recommends approval of Proposed Resolution No. R24-230.

H. Proposed Resolution No. R24-231- Approving a First Amendment to the temporary parking easement with Time Equities for the City's use of the gravel lot west of the North Parcel.

Staff recommends approval of Proposed Resolution No. R24-231.

7. **Consent Bids and Purchases over $100,000**

A. Proposed Resolution No. R24-232- Approve the purchase of parts and equipment with South Florida Emergency Vehicles as a Sole Source vendor for maintenance and repair of Sutphen Fire trucks and ambulances with an annual expenditure not to exceed $100,000.
Staff recommends approval of Proposed Resolution No. R24-232.

B. Proposed Resolution No. R24-233- Approve the purchase of parts and equipment with The Peterbilt Store as a Sole Source vendor for original equipment manufacturer for Peterbilt. Provides service, parts and warranty of Peterbilt trucks, with an annual expenditure not to exceed $100,000.
Staff recommends approval of Proposed Resolution No. R24-233.

C. Proposed Resolution No. R24-234- Approve the purchase of parts and equipment with Sunbelt Hydraulic & Equipment as a Sole Source vendor for original equipment manufacturer for Heil Refuse Bodies equipment. Provides service, parts, and warranty of Heil Refuse Bodies, with a not to exceed annual expenditure of $100,000.
Staff recommends approval of Proposed Resolution No. R24-234.

D. Proposed Resolution No. R24-235- Award Bid #UTL24-060 for "Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems" to Madsen/Barr Corp. as the primary vendor and Hinterland Group, Inc. as the secondary vendor. The expected expenditure amount for the term of this agreement is $3,000,000.

Staff recommends approval of Proposed Resolution No. R24-235.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 24-018- Second Reading - An Ordinance of the City Commission of the City of Boynton Beach, Florida; Amending Chapter 18, Article IV, Pensions for Firefighters, Section 18-185 "Normal Retirement Date," of the City Code to Permit Normal Retirement at Twenty Years of Service by Removing the Second Tier Adopted in 2019; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 24-018, on second reading.

9. **City Manager's Report**

10. **Regular Business**

A. Conduct annual performance evaluation for Daniel Dugger, City Manager.
Pursuant to the City Manager's appointment agreement, the City Commission will provide the City Manager with a performance evaluation no less than annually. This will be Mr. Dugger's second performance evaluation and his current base salary is $215,250.

B. Discussion regarding an ordinance regulating the sale of recreational marijuana in the City of Boynton Beach.
Discussion item requested by City Attorney.

C. Proposed Ordinance No. 24-020- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Article II of Chapter 18 of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending Section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing for an effective date.

Staff recommends approval of Proposed Ordinance No. 24-020, at first reading.

D. Proposed Ordinance No. 24-021- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building and Structures"; providing for codification, severability, conflicts, and providing for an effective date.

Staff recommends approval of Proposed Ordinance No. 24-021, on first reading.

E. Proposed Resolution No. R24-236- Approving and authorizing the Mayor to sign a Restrictive Covenant for Harvey E. Oyer Jr. Park.

Staff recommends approval of Proposed Resolution No. R24-236.

F. Proposed Resolution No. R24-237- Approve the disposition of land by the Boynton Beach Community Redevelopment Agency to Maple Tree Investments, LLC for the property located at 401 E. Boynton Beach Blvd., 407 E. Boynton Beach Blvd., and 411 E. Boynton Beach Blvd., for a purchase price less than fair market value.
Staff recommends approval of Proposed Resolution No. R24-237.

11. **Future Agenda Items**

A. Update on upgrades to water treatment plants to meet future drinking water regulations.- **October 15, 2024**
Requested by Mayor Penserga.

B. Discussion regarding Artificial Turf Ordinance.- **October 15, 2024**
Requested by Commissioner Turkin.

C. Discussion regarding Rapid Re-housing Program.- **October 15, 2024**
Requested by Mayor Penserga.

D. Discussion regarding additional digital signs. - **November 4, 2024**
Requested by Commissioner Hay.

E. Discussion regarding City entry way signage. - **November 4, 2024**
Requested by Mayor Penserga.

F. Discussion regarding Procurement Policies and Procedures, including local business preference. - **December 3, 2024**
Requested by Mayor Penserga and Commissioner Cruz.

G. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

H. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

I. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

J. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proclamation- Hispanic Heritage Month.

Requested Action: Read and present the proclamation naming September 15, 2024 to October 15, 2024 as Hispanic Heritage Month to the following: Juan Pagan, President of the Florida Hispanic American Chamber of Commerce; Laura Hanley and Virginia Savietto from the Latino Leadership Alliance Government Relations Committee; and City Clerk Maylee De Jesus, incoming President for the Florida Chapter of the Local Government Hispanic Network.

How will this affect city programs or services? NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Hispanic Heritage Month.docx

City of Boynton Beach

Proclamation

WHEREAS, Hispanic Americans represent a wide range of nationalities and backgrounds, coming from diverse locations including Central America, South America, the Caribbean and Spain; and

WHEREAS, Hispanics of every race, class, and multiple nationalities have made historic contributions to the growth and strength of Palm Beach County; and

WHEREAS, Hispanics continue to enrich our nation's character, shape our common future, and affirm the narrative of American unity and progress; and

WHEREAS, during National Hispanic Heritage Month, we celebrate Hispanic culture, honor the invaluable ways Hispanics contribute to our common goals, and work toward a stronger, more inclusive, and more prosperous society for all; and

WHEREAS, in celebration of Hispanic Heritage Month, we honor the contributions Hispanics have made in the City of Boynton Beach, and we highlight an important part of the diversity that keeps our community strong.

NOW, THEREFORE, be it resolved, that I, Commissioner Angela Cruz, and Ty Penserga, Mayor of the City of Boynton Beach, hereby proclaim September 15, 2024 through October 15, 2024, in the City of Boynton Beach, as:

Hispanic Heritage Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 1st day of October, Two Thousand and Twenty-Four.

_____
Angela Cruz, Commissioner- District I

_____
Ty Penserga, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proclamation- Animal Welfare Month.

Requested Action: Read and present the proclamation to Megan Weinberger, from Rescue Life, naming October 2024 as Animal Welfare Month.

How will this affect city programs or services? NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Animal Welfare Month.docx

City of Boynton Beach

Proclamation

WHEREAS, the welfare of animals is a vital concern for the City of Boynton Beach, FL and our community as a whole; and

WHEREAS, animals enrich our lives and contribute to our community's well-being and quality of life; and

WHEREAS, awareness and advocacy for animal welfare are essential for promoting the humane treatment of all animals; and

WHEREAS, it is appropriate to recognize the month of October as Animal Welfare Month; and

WHEREAS, through public engagement, the City of Boynton Beach, FL seeks to encourage responsible pet ownership, support local shelters, and promote the importance of spaying and neutering; and

WHEREAS, residents are encouraged to utilize our dog friendly parks and participate in animal welfare events, and initiatives throughout October to increase awareness and advocate for the protection of animals in our community; and

WHEREAS, local organizations and volunteers play a crucial role in fostering compassion and care for animals, working diligently to ensure their safety and well-being.

NOW THEREFORE, I, Commissioner Thomas Turkin, and Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby proclaim October as:

Animal Welfare Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 1st day of October, Two Thousand Twenty-Four.

_____
Thomas Turkin, Commissioner

_____
Ty Penserga, Mayor

ATTEST:

_____
Maylee De Jesús, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Announcement of the Senior Health Fair

Requested Action: The Semi-Annual Senior Health Fair will be held on Tuesday, October 15th from 10 A.M. to 12 P.M. at the Ezell Hester Jr. Community Center located at 1901 N. Seacrest Blvd.

This event is free to the public providing health resources and services from healthcare providers for Seniors and their caregivers along with free health screenings, fitness demonstrations, and door prizes.

For more information contact the Boynton Beach Senior Center at 561-742-6570.

Explanation of Request: Announcement of Senior Health Fair

How will this affect city programs or services? Support Services provided by Public Works, Public Affairs, and Marketing Departments.

Fiscal Impact: This is a free event.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Advisory Board Appointments.

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory_Board_Appointments_Reappointments_and_Applicants_for_October 1 2024.docx
Talyor, Robert - Municipal Firefighters' Pension Trust Fund.pdf
Patterson, Frando - Recreation & Parks Board.pdf
Ryder, Cheryl - Senior Advisory Board.pdf

Affordable Housing Advisory Committee
3 Year Term

Mayor	Penserga	Citizen actively engaged as a for-profit provider of affordable housing

Applicants: None

Art Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
II	Turkin	Regular	Vacant

Applicants: None

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Penserga	Regular	Replaces Daniel Berger – 2nd term expired
Vice Mayor	Kelley	Regular	Replaces Paul Bortz – 2nd term expired
I	Cruz	Regular	Replaces Timothy Dornblaser – 2nd term expired
II	Hay	Regular	Replaces Sanford Guritzky – 2nd term expired
III	Turkin	Regular	Vacant
Mayor	Penserga	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

Vice Mayor	Kelley	Regular	Vacant

Applicants: None

Employees' Pension Plan Board of Trustees

Vice Mayor	Kelley	Member Employee Representative (Non-Bargaining)
I	Cruz	Member Employee Representative (Non-Bargaining)

Applicants: None

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Penserga	Alternate	Replaces Victor Norfus – did not apply for 2nd term
I	Cruz	Alternate	Vacant

Applicants: None

Municipal Firefighters' Pension Trust Fund

Vice Mayor	Kelley	Reg	4-year term
1	Cruz	Reg	4-year term

Applicant: Bob Taylor

Recreation and Parks Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicant: Frando Patterson

Senior Advisory Board
Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant
Mayor	Penserga	Alternate	Vacant
Vice Mayor	Kelley	Alternate	Vacant

Applicant: Cheryl Rider

From: City Clerk
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Date: Wednesday, September 18, 2024 1:24:33 PM

From: roberttaylorboynton <noreply@123formbuilder.com>
Sent: Wednesday, September 18, 2024 1:17 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender

This message came from outside your organization.

Today's date	09/18/2024
Name	Robert Taylor
Phone number	561-737-1960
Address	4 Via Lago Boynton Beqach Florida 33435 United States
Email	roberttaylorboynton@gmail.com
Current occupation or, if retired, prior occupation	Chief Financial Officer
Education	Double Masters: Health Care Finance and Accounting
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	Yes
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	I have served on the Firefighter's Pension Board of Trustees in either a full trustee position or as an ex-officio for over twenty

	(20) years.
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Firefighters' Pension Trust Fund
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	No
Personal Qualifications	I have spent the bulk of my professional life (over 50 years) working in the accounting field with emphasis on preparation and presentation of financial statements, development of capital and operating budgets, investment of excess operating funds in bonds, equities or other qualified investments, issuance of short and long term debt, internal auditing, etc. I have significant experience in just about every aspect of financial accounting and investment management. These work experiences "dove tail" very nicely with the primary responsibilities of the Firefighter's Pension Trust Fund.
Professional Memberships	1. Member of the Healthcare Financial Management Association on the state (member and President) and national level (Director) 2. President and Member of the Boynton Beach Chamber of Commerce for multiple years.
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 64.222.112.90 (United States) at 2024-09-18 12:16:57 on Chrome 128.0.0.0
Entry ID: 722
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Stanzione, Tammy

From: City Clerk
Sent: Thursday, September 12, 2024 2:56 PM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: FLP_Resume_March_2024__Sept_2024.doc

From: pamfran <noreply@123formbuilder.com>
Sent: Thursday, September 12, 2024 2:50 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/12/2024
Name	Frando Patterson
Phone number	615-596-2143
Address	604 NW 25th Ave Boynton Beach Florida 33426 United States
Email	pamfran@bellsouth.net
Current occupation or, if retired, prior occupation	Director of Testing
Education	Master
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Rec and Parks and Youth Education

Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I bring valuable experience to this board, having served on two city boards in the past. My background as a former board member has equipped me with a solid understanding of governance and community engagement. Additionally, my military training has instilled in me a strong sense of discipline, leadership, and teamwork. These skills and experiences will be significant assets as we work together to address the needs of our community and make informed decisions that benefit all residents.
Professional Memberships	Member of Kappa Alpha Psi
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=516529e212e551afd55745f396fb9dbb
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 131.91.7.200 (United States) at 2024-09-12 13:50:26 on Chrome 128.0.0.0
Entry ID: 721
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

Frando L Patterson
604 NW 25th AVE
Boynton Beach, FL 33426
615-596-2143
fpatter2@gmail.com

Objective: A visionary and proactive professional, I am eager to leverage my extensive experience in fast-paced environments, adept communication skills, problem-solving abilities, and proficiency in utilizing customer service tools to contribute effectively towards achieving the organization's goals and objectives.

Education:

Golden Gate University **San Francisco, CA**
Master of Science Human Resources
Educational emphasis Personnel Management June 1991

Tennessee State University **Nashville, TN**
Master of Education Curriculum and Instruction
Educational emphasis Business Education
Completed 33 hours toward teaching certification.

Tennessee State University **Nashville, TN**
Bachelor of Business Admin
Educational emphasis Marketing May1983

CCAF **Maxwell AFB**
Associate Degree Education and Training Management

Work History: ***Florida Atlantic University*** **Boca Raton, FL**
Director of Testing and Certification Dec 2007 to the Present
Director of Testing Preparation
Responsibilities-
As the Director, I strategically oversee all operations within the center, including budget oversight, revenue management, and expense control. I have successfully developed and implemented annual budgets for multiple departments, ensuring alignment with our overarching organizational goals. In addition to managing employee relations—encompassing personnel policies, hiring practices, and staff development—I lead our marketing initiatives to effectively promote our department's services. My expertise extends to handling customer inquiries and resolving issues swiftly, consistently achieving high levels of satisfaction among our clientele.

Tennessee State University **Nashville, TN**
Testing Supervisor Jan 1993 to Nov 2007
Responsibilities-
I oversaw the comprehensive administration of both computer-based and traditional examinations, including a diverse array of tests such as the GRE, MAT, CASTLEWORLD, CLEP, PSI, GED, ACCUPLACER, MCAT, and the Praxis series. My role involved providing thorough supervision and training to graduate assistants and contracted test proctors, ensuring the precise and efficient administration of all assessments within the department. Furthermore, I served as a key resource for university personnel, students, and the public, offering expert guidance on testing policies and requirements to facilitate a seamless testing experience for all stakeholders.

Military History: *Air Force Reserve* Marietta, GA
94th Wing Training Manager Jan 2013 to June 2015
45th Aerospace Evacuation Squadron June 2015 to Jan 2017
Wing Training Manager/ Unit Training Manager
Responsibility
As the Wing Training Manager, I was tasked with overseeing the training programs for units supported by the Force Support Squadron. In this capacity, I ensured the development and maintenance of comprehensive programs that addressed upgrade, qualification, in-garrison, and ancillary training initiatives. I implemented and supervised these training programs, policies, and procedures with unwavering adherence to directives from higher headquarters. Furthermore, I meticulously reviewed and coordinated training publications, supplements, and operational instructions at both the wing and unit levels, providing strategic recommendations to key operational points of contact to enhance training effectiveness and operational readiness.
Tennessee Air National Guard Nashville, TN
Training Manager 118th AES July 1991 to Jan 2013
Responsibilities-
As the Unit Training Manager for the Unit Commander, I provide strategic and comprehensive guidance on all training matters, playing a pivotal role in the development, delivery, and evaluation of education and training programs. My expertise ensures that training initiatives are not only effective but also aligned with the unit's objectives, fostering a culture of continuous improvement and excellence in skill development.

Computer Skills: Microsoft Words, PowerPoint, Excel, Banner, and Access

Reference: Available on Request

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 24, 2024 9:20 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: cherylry <noreply@123formbuilder.com>
Sent: Tuesday, September 24, 2024 9:20 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
This message came from outside your organization.

Today's date	09/23/2024
Name	Cheryl Ryder
Phone number	973-477-0045
Address	1915 SW 19th Street Boynton Beach Florida 33426 United States
Email	cherylry@att.net
Current occupation or, if retired, prior occupation	Hairdresser
Education	High School
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Senior Advisory Board

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-216- Approving the conditional settlement and release in the amount of $100,000 for the resolution of Kathryn Matos v. City of Boynton Beach, EEOC Charge No. 510-2024 and related claims. (Tabled from September 23rd, 2024)

Requested Action: Staff recommends approval of proposed Resolution No. R24-216.

Explanation of Request: Kathryn Matos has served as the City's Assistant City Manager since 2019. Ms. Matos filed an EEOC charge against the City of Boynton Beach, alleging violations of the Americans with Disabilities Act and the Florida Civil Rights Act, and related damages. Ms. Matos' charge is based on the alleged unauthorized disclosure of Ms. Matos' private health information to the Mayor and the media by the City's former Director of Human Resources.

The Settlement Agreement provides for payment of $100,000 for the settlement and release of Ms. Matos' EEOC claim against the City, including all attorney's fees and costs. Concurrently with the Settlement Agreement, Ms. Matos will also execute a Separation Agreement, resigning her employment with the City and releasing the City from any and all claims related to her employment. Ms. Matos will receive payment of her severance and any accrued time off (vacation and sick leave) per City policies. Ms. Matos reserves the right to pursue legal action against the Former Human Resources Director in her personal capacity.

The City Code provides that the settlement of all claims over $50,000 requires approval from the City Commission.

How will this affect city programs or services? The City does not admit liability in this matter by approving the settlement. If the Commission chooses not to approve the settlement, the litigation between the parties will continue resulting in further fees and costs to the City.

Fiscal Impact: Approval will result in payment of a $100,000 settlement plus Ms. Matos' severance and accruals. Upon approval, Ms. Matos' position will be eliminated, resulting in savings to the City and the reduction of 1 FTE.

Attachments:
Agenda_Item_2184-2023_Matos_Settlement (1).docx
Exhibit A to Resolution.pdf
Exhibit B to Resolution.pdf
EEOC_Charge_06.19.24_Redacted.pdf

Separation Agreement Execution Version.pdf

RESOLUTION NO. R24-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE OF KATHRYN MATOS V. CITY OF BOYNTON BEACH, EEOC CHARGE NO. 510-2024 FOR THE AMOUNT OF $100,000, PROVIDING AN EFFECTIVE DATE, AND FOR ALL OTHER PURPOSES.

WHEREAS, the Code of Ordinances of the City of Boynton Beach, Florida, provides that the authority for settlement of all claims in excess of $50,000 shall require approval of the City Commission by formal resolution; and

WHEREAS, Ms. Matos brought a claim for damages stemming from alleged violations of the Americans with Disabilities Act and the Florida Civil Rights Act by the former Director of Human Resources that occurred on or about December 19, 2023, in EEOC Claim No. 510-2024; and

WHEREAS, a Conditional Settlement Agreement and Release was reached with Ms. Matos and her attorney for a total amount of $100,000 in exchange for general release of all claims, including all attorney's fees and costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton to approve the Conditional Settlement Agreement and Release of EEOC Claim No. 510-2024 totaling $100,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission hereby approves the $100,000 Conditional Settlement Agreement and Release, attached hereto as "Exhibit A" and "Exhibit B" and authorizes the Mayor to sign the Conditional Settlement Agreement and Release and any ancillary documents.

SECTION 3. The fully executed Conditional Settlement Agreement and Release shall be provided to the City Clerk to be retained as a public record of the City.

SECTION 4. This Resolution shall take effect as provided by law.

PASSED AND ADOPTED this 23rd day of September 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

(Corporate Seal)

CONDITIONAL SETTLEMENT AGREEMENT

Case Name: KATHRYN MATOS v. CITY OF BOYNTON BEACH

File No.: 24-0506

The parties, **KATHRYN MATOS** (hereinafter referred to as the "Plaintiff") and **CITY OF BOYNTON BEACH** (hereinafter referred to as the "City"), have reached a settlement of all claims that Plaintiff may have against the City and its respective officials, officers, employees or agents, in their official or individual capacity, employees, Commissioners, insurers (except as provided herein), insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"). This settlement specially includes, but is not limited to, any and all claims against the City of Boynton Beach in the above-styled claim. City agrees to pay the total amount of ***ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00) to the Plaintiff as compensation for Plaintiff's alleged compensatory damages for personal injury caused by emotional distress based upon Plaintiff's representation that she has suffered a demonstrable personal injury, and attorneys' fees and costs for which Plaintiff and Plaintiff's counsel shall receive a Form 1099-MISC (Other Income). This payment will be made payable to the Trust Account of Sass Law Firm (o/b/o Plaintiff) and received by Plaintiff's counsel within 30 calendar days of the date the City approves this settlement agreement. Plaintiff and Plaintiff's counsel agree to provide the City with the required Form W-9s.***

The parties to this agreement acknowledge that this settlement agreement is contingent upon further approval as set in the City's Charter and Codes relative to the settlement of claims, which the City will seek by September 30, 2024. If the City does not approve this Conditional Settlement Agreement and the General Release between the parties, this Agreement shall be null and void and Plaintiff and the City shall be returned to the status quo before the signing of this Agreement.

Plaintiff agrees to accept the said amount in a complete and total settlement of all claims that Plaintiff may have against the City and its respective officials, officers, employees (both presently or previously employed), or agents, in their official or individual capacity, from the beginning of the world to the date Plaintiff signs this Agreement. In consideration of the payment described above and mutual promises set forth in this Agreement and except as provided herein,

Plaintiff, on behalf of Plaintiff, her spouse, issue, heirs, successors, current and former agents, representatives, assigns, executors, beneficiaries, and administrators, hereby releases and forever discharges the City, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"), from any and all charges, grievances, complaints, claims, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, and, whether accrued or unaccrued, liabilities, obligations, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether in law or in equity, whether known or unknown, suspected or unsuspected, which Plaintiff ever had, has or may claim to have against the Releasees including but not limited to any claims related in any way to Plaintiff's employment with or separation from employment with the City, EEOC Charge (Charge No. 510-2024-08512), any claims for unpaid wages, back pay, overtime, commissions, bonuses, incentive pay, vacation pay, unpaid leave, legal fees, royalties, severance or other compensation, or any claims arising under any contracts, express or implied, or any tort, including, without limitation, intentional infliction of emotional distress, harassment, discrimination, including any claim under the Age Discrimination in Employment Act, retaliation, interference, defamation, fraud and breach of duty, or any legal restrictions on the City's right to terminate Plaintiff, and any federal, state or other governmental common law, statute, regulation or ordinance, through the date Plaintiff signs this Agreement. Notwithstanding this full and complete general release of all claims and damages, nothing herein is intended to waive any rights or claims to vested benefits in any City-sponsored retirement and/or deferred compensation plan. Nor is this release intended to waive Plaintiff's insurance coverage and/or payment for medical claims for medical services submitted through the City's health insurance plans prior to Plaintiff's execution of this Agreement or her right to continuation of health insurance coverage as allowed by law or Plaintiff's rights to any rights to indemnification under the City's policies and procedures if anyone pursues a claim against her in her official capacity as an employee, representative or agent of the City. Should any Releasee bring a claim against Employee, Employee's release as to that specific individual is null and void and Employee may pursue any such claims against that individual in their individual capacity.

In consideration of the promises made by Plaintiff in this Agreement, the City, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or

representatives, including all current and former members of the foregoing groups, in their official capacity as to each, ("City Releasors") knowingly and voluntarily release and forever discharge Plaintiff of and from any and all claims, known and unknown, anticipated and unanticipated, asserted and unasserted, which City Releasors have or may have against Plaintiff as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any federal, state or local law, rule, regulation or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in this matter.

The Parties agree to execute the General Release attached to this Conditional Settlement Agreement as Exhibit 1, releasing each other. Plaintiff also agrees to submit a request for dismissal with prejudice of her EEOC charge to the City's satisfaction and any other pending actions within three (3) days of the Effective Date. Plaintiff agrees to cooperate with the City's attorneys to ensure the full dismissal of Plaintiff's EEOC Charge.

The Plaintiff agrees to execute any and all Medicare status forms according to Section 111 of the Medicare, Medicaid, SCHIP Extension Act of 2007 and the Medicare Secondary Payer Act (MSP), 42 U.S.C. § 1395y(b)(2) and §1862(b)(2)(A)/Section and § 1862(b)(2)(A)(ii) of the Social Security Act; and or any Addendum to the Separation Agreement and the General Release with regard to Medicare's Interest that may be required by Rule of Law. Plaintiff represents that Plaintiff is not a Medicare beneficiary or receiving Medicare benefits.

This Agreement, the General Release, and that Separation Agreement and Release contain the entire understanding and agreement between the Parties and shall not be modified or superseded, except upon express written consent of the Parties to this Agreement.

This Agreement shall become effective on the next business day following the City Commission's approval of this Conditional Settlement Agreement and the General Release, and the eighth day after Employee signs this agreement, unless Employee revokes it ("Effective Date").

[signatures follow on next page]

Dated this _____ day of _____, 2024.

City of Boynton Beach City
Attorney's Office
100 East Ocean Avenue
Boynton Beach, FL 33435
Telephone: (561) 742-6051

Shawna G. Lamb

KATHRYN MATOS

SHAWNA G. LAMB
City Attorney
Fla. Bar No.: 0143634

EXHIBIT 1

GENERAL RELEASE

THIS INSTRUMENT is executed this ___ day of _____, 2024, by **KATHRYN MATOS**, for myself/heirs, my/our executors, administrators, and/or successors, hereinafter called "Releasor." By executing this Instrument, Releasor acknowledges being of lawful age and of sound mind, and hereby fully, finally, and completely release and discharge **CITY OF BOYNTON BEACH** and the individuals and entities described below and referred to as "Releasees", from any and all claims, rights, and actions whatsoever, for which said Releasees are or may be legally or equitably responsible or liable.

NOW THEREFORE, in consideration of the sum of **$100,000.00** in hand paid to the Releasor by or on behalf of Releasees, the receipt and sufficiency of which is hereby acknowledged. Releasor agrees as follows:

In consideration of the payment described above and mutual promises set forth in this Release and except as provided herein, Releasor, on behalf of Releasor, her spouse, issue, heirs, successors, current and former agents, representatives, assigns, executors, beneficiaries, and administrators, hereby releases and forever discharges the Releasees, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"), from any and all charges, grievances, complaints, claims, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, and, whether accrued or unaccrued, liabilities, obligations, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor ever had, has or may claim to have against the Releasees including but not limited to any claims related in any way to Releasor's employment with or separation from employment with the Releasees, any claims for unpaid wages, back pay, overtime, commissions, bonuses, incentive pay, vacation pay, unpaid leave, legal fees, royalties, severance or other compensation, or any claims arising under any contracts, express or implied, or any tort, including, without limitation, intentional infliction of emotional distress, harassment, discrimination, including any claim under the Age Discrimination in Employment Act, retaliation, interference, defamation, fraud and breach of duty, or any legal restrictions on the Releasees' right to terminate Releasor, and any federal, state or other governmental common law, statute, regulation or ordinance, through the date Releasor signs this Agreement. Notwithstanding this full and complete general release of all claims and damages, nothing herein is intended to waive any rights or claims to vested benefits in any City-sponsored retirement and/or deferred compensation plan. Nor is this release intended to waive Releasor's insurance coverage and/or payment for medical claims for medical services submitted through the Releasees' health insurance plans prior to Releasor's execution of this Agreement or her right to continuation of health insurance coverage as allowed by law or Releasor's rights to any rights to indemnification under the Releasees' policies and procedures if anyone pursues a claim against Releasor in her official capacity as an employee, representative or agent of the City. Should any Releasee bring a claim against Releasor, Releasor's release as to that specific individual is null and void and Employee may pursue any such claims against that individual

in their individual capacity.

In consideration of the promises made by Releasor in this Agreement, the City, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups, in their official capacity as to each, ("City Releasors") knowingly and voluntarily release and forever discharge Releasor of and from any and all claims, known and unknown, anticipated and unanticipated, asserted and unasserted, which City Releasors have or may have against Releasor as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any federal, state or local law, rule, regulation or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in this matter.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the Releasees, and that said Releasees deny liability and, therefore, intend merely to avoid unnecessary and costly litigation.

The Releasor and City Releasors freely and voluntarily execute this Release after being apprised of all relevant information and data furnished by their agents, contractors, consultants, and/or attorneys. In executing this Release, the Releasor does not rely on any inducements, promises, or representations made by the Releasees or any of the Releasees' representatives. Furthermore, no promise, inducement, or agreement not herein set forth has been made to the Releasor, and this Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not merely a recital.

Further, that the Releasor has or will discharge or indemnify, defend, and save harmless the Releasees from any and every damage claim, right, action, demand, lien, known or unknown, to either party hereto of every kind or character which may ever be asserted by reason of or in relation to the instant claim.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree, which carries a maximum prison sentence of five years. Such actions may lead to criminal prosecution, the invalidation of this agreement, and the full refund of any and all payments received through this settlement.

This Release, the Conditional Settlement Agreement between Employee and Employer, and the Separation Agreement and Release contain the entire understanding and agreement between the Parties and shall not be modified or superseded, except upon express written consent of the Parties to this Agreement.

This Release shall become effective on the next business day following the City Commission's approval of this Conditional Settlement Agreement and the General Release, and the eighth day after Employee signs this agreement, unless Employee revokes it ("Effective Date").

RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

The undersigned hereby set her hand and seal this ___ day of _____, 2024.

_____
KATHRYN MATOS, RELEASOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of __ physical presence or ___ online notarization this ___ day of __, 2024, by KATHRYN MATOS, who is personally known to me or who has produced _____ as Identification.

My Commission Expires:

_____
Notary Public

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

_____
Date

Approved as to form by
Office of the City
Attorney

_____
Signature – Shawna G. Lamb

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

- [ ] FEPA
- [X] EEOC

Florida Commission on Human Relations and EEOC

State or local Agency, if any

Name *(indicate Mr., Ms., Mrs.)*	Home Phone *(Incl. Area Code)*	Date of Birth
Kathryn Matos Email: [redacted]	[redacted]	[redacted]

Street Address City, State and ZIP Code

[redacted]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name	No. Employees, Members	Phone No. *(Include Area Code)*
City of Boynton Beach	**850**	**(561)742-6350**

Street Address City, State and ZIP Code

100 East Ocean Avenue, Boynton Beach, FL 33435

Name	No. Employees, Members	Phone No. *(Include Area Code)*

Street Address City, State and ZIP Code

DISCRIMINATION BASED ON *(Check appropriate box(es).)*

- [ ] RACE
- [ ] COLOR
- [ ] SEX
- [ ] RELIGION
- [ ] NATIONAL ORIGIN
- [ ] RETALIATION
- [ ] AGE
- [X] DISABILITY
- [ ] GENETIC INFORMATION
- [ ] OTHER *(Specify)*

DATE(S) DISCRIMINATION TOOK PLACE

Earliest	Latest
12/19/2023	**04/19/2024**

- [X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s)):*

I. PERSONAL HARM: I began working for the above-named employer on or about April 2020. I am currently the Assistant City Manager. I have a disability and/or record of disabilities that substantially limit one or more major life activities. On or about September and/or October 2023, I disclosed my disability and/or record of disabilities to the HR Director in confidence. After disclosing my disabilities to the HR Director, I believe she divulged my confidential medical information to the City Mayor and others and then used such information to exploit my situation to cause harm to my professional reputation by putting information in the public record intimating that I was intoxicated when I was at work. I believe this was disability discrimination.

II. RESPONDENT'S REASON FOR ADVERSE ACTION: No reason was given for the disability discrimination.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

06/18/2024 KM
Kathryn Matos (Jun 18, 2024 13:37 EDT)

Date *Charging Party Signature*

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(*month, day, year*)

CHARGE OF DISCRIMINATION	Charge Presented To:	Agency(ies) Charge No(s):
This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.	☐ FEPA ☒ EEOC	

Florida Commission on Human Relations and EEOC

State or local Agency, if any

III. STATEMENT OF DISCRIMINATION: I hereby allege that I have been discriminated against based on my disability and/or record of disability and/or a perceived disability in violation of the Americans with Disabilities Act of 1990, as amended, and the Florida Civil Rights Act of 1992, as amended.

I REQUEST TO BE AFFORDED FULL RELIEF TO WHICH I AM ENTITLED UNDER THE LAW(S).

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.	NOTARY – *When necessary for State and Local Agency Requirements*
I declare under penalty of perjury that the above is true and correct. 06/18/2024 Kathryn Matos (Jun 18, 2024 13:37 EDT) *Date* *Charging Party Signature*	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (*month, day, year*)

PRIVACY ACT STATEMENT: Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. FORM NUMBER/TITLE/DATE. EEOC Form 5, Charge of Discrimination (11/09).

2. AUTHORITY. 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.

3. PRINCIPAL PURPOSES. The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.

4. ROUTINE USES. This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.

5. WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION. Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

NOTICE OF NON-RETALIATION REQUIREMENTS

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA and Section 207(f) of GINA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

SEPARATION AGREEMENT AND RELEASE

THIS AGREEMENT is entered into by and between CITY OF BOYNTON BEACH (hereinafter referred to as "Employer") and KATHRYN MATOS (hereinafter "Employee") (collectively referred to as the "Parties").

In exchange for the consideration set forth below, Employer and Employee agree to the following:

1. Employer agrees to accept Employee's resignation of employment. Employer's personnel records will reflect that Employee resigned in good standing. Because Employee's resignation is voluntary, she shall not be entitled to unemployment compensation. In that event, Employee must deliver a letter of resignation contemporaneously with this signed Agreement that states: "I hereby resign my employment effective [Separation Date]." No other language may be included in the resignation letter except the date of the letter and the employee's name below her signature. Employee shall receive all pay and benefits through the Separation Date. Employee's resignation shall be effective as of the Effective Date ("Separation Date"). If the City Commission does not approve the Conditional Settlement Agreement between the parties, Employee's resignation shall be null and void and Employee shall be returned to the status quo ante, with no break in service in Employee's employment record. Further, Employer agrees to remove any disciplinary or investigative documents or allegations of discipline that may have been raised against Employee as of July 15, 2024 from Employee's personnel file, and placed in a separate Human Resources file marked void.

2. In consideration of the promises and benefits provided by Employee herein, and if Employee executes and does not revoke this Agreement, Employer will make payment of the full premiums for Employee plus family COBRA continuation coverage for Employer's group health

plan in which Employee was participating on the termination date for a period of twelve (12) weeks, beginning on October 1, 2024, the date the Employee would otherwise lose coverage under such plan(s) as a result of the termination of employment (provided that the participant otherwise remains eligible for COBRA coverage during such period). The subsidy described above will not be paid directly to the Employee but rather to the City of Boynton Beach Group Health Plan. After the twelve (12) week period ends, Employee shall be fully responsible for all COBRA premiums, if Employee continues to require COBRA continuation coverage.

3. In consideration of the payment described above and mutual promises set forth in this Agreement and except as provided herein, Employee, on behalf of Employee, her spouse, issue, heirs, successors, current and former agents, representatives, assigns, executors, beneficiaries, and administrators, hereby releases and forever discharges the Employer, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"), from any and all charges, grievances, complaints, claims, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, and, whether accrued or unaccrued, liabilities, obligations, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether in law or in equity, whether known or unknown, suspected or unsuspected, which Employee ever had, has or may claim to have against the Releasees including but not limited to any claims related in any way to Employee's employment with or separation from employment with the Employer, EEOC Charge (Charge No. 510-2024-08512), any claims for unpaid wages, back pay, overtime, commissions, bonuses, incentive pay, vacation pay, unpaid leave, legal fees, royalties, severance or other compensation, or any claims arising under any contracts, express or implied, or any tort, including,

without limitation, intentional infliction of emotional distress, harassment, discrimination, including any claim under the Age Discrimination in Employment Act, retaliation, interference, defamation, fraud and breach of duty, or any legal restrictions on the Employer's right to terminate employees, and any federal, state or other governmental common law, statute, regulation or ordinance, through the date Employee signs this Agreement. Notwithstanding this full and complete general release of all claims and damages, nothing herein is intended to waive any rights or claims to vested benefits in any Employer-sponsored retirement and/or deferred compensation plan. Nor is this release intended to waive Employee's insurance coverage and/or payment for medical claims for medical services submitted through the Employer's health insurance plans prior to Employee's execution of this Agreement or her right to continuation of health insurance coverage as allowed by law or Employee's rights to any rights to indemnification under the City's policies and procedures if anyone pursues a claim against her in her official capacity as an employee, representative or agent of the City. Should any Releasee bring a claim against Employee, Employee's release as to that specific individual is null and void and Employee may pursue any such claims against that individual in their individual capacity.

In consideration of the promises made by Employee in this Agreement, the Employer, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups, in their official capacity as to each, ("Employer Releasors") knowingly and voluntarily release and forever discharge Employee of and from any and all claims, known and unknown, anticipated and unanticipated, asserted and unasserted, which Employer Releasors have or may have against Employee as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any federal, state or local law, rule, regulation or ordinance; any public policy,

contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in this matter.

4. Employee recognizes and acknowledges that the additional payments made by Employer hereunder are in excess of what Employer normally provides to employees who cease employment with Employer and that, as such, it constitutes additional consideration for the execution of the release set forth above.

5. Employee agrees that, in exchange for the payment and other additional benefits received, Employee will not institute any claims, demands, actions, or liabilities of any kind against Releasees, including, but not limited to, those related to Employee's employment with Employer, or the separation of that employment, or otherwise. This Agreement covers both claims that Employee knows about and those that Employee may not know about that have accrued by the time of execution of this Agreement.

6. Employee recognizes that as a result of Employee's employment with Employer, Employee has had access to Confidential Information as defined below, which is a valuable asset of the Employer and which, if disclosed or used without authorization, could cause irreparable harm to the Employer. Therefore, Employee agrees that, except as required by a lawful order of a court of competent jurisdiction or to the extent that Employee has written authorization from Employer, Employee will not, at any time or in any manner whatsoever, either directly or indirectly, reveal, divulge, disclose, or communicate to any person, firm, or corporation, or use for Employee's benefit or the benefit of others any Confidential Information. For purposes of this Agreement, "Confidential Information" shall include any information that is confidential or exempt under Florida public records law.

7. Employee agrees that all property of the Employer, including, without limitation, all equipment, records, files, plans, documents, software, badges, keys, reports, research, policies, or phones in the Employee's possession shall be and shall remain the sole property of the Employer and shall be returned to the Employer immediately, but no later than upon execution of this Agreement. Employee agrees that, after Employee separates employment from the Employer, Employee shall not, directly or indirectly, for Employee or any other person or entity, use, access, copy, or retrieve, or attempt to use, access, copy, or retrieve, any of Employer's electronic equipment or any information on Employer's electronic equipment. Employer and Employee will make arrangements for Employee to obtain her personal belongings.

8. Employee may be eligible for early retirement under the Employer's pension plan. Any such early retirement benefits shall be subject to the terms and conditions of the applicable plan documents and are not hereby waived by this Agreement.

9. Employee agrees that Employee will not reapply for employment with Employer and that in the event Employee does, Employer shall have no obligation to consider Employee's application and, further, that this Agreement shall serve as a legitimate, non-discriminatory, non-retaliatory reason for not considering such application. Further, Employee also represents that Employee has not suffered any workplace injury that has not already been reported.

10. If contacted by a prospective or new employer of Employee, Employer will only confirm dates of employment, positions held, date of separation and that Employee left in good standing, and will provide no negative information. In response to press inquiries, Employer agrees to state Employee left in good standing and that she left to pursue other opportunities and will provide no negative information regarding her (except as may be required to comply with the

public records law or in any legal or administrative proceedings, including, but not limited to EEOC, OIG, and/or Commission on Ethics).

11. The Parties agree not to disparage one another. For purposes of this section, disparaging statements are those that are defamatory and maliciously untrue, such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity. Employee shall not take any action or make any disparaging comments about matters regarding Employee's employment, or the Employer, its present, former, and future board members, employees, agents, legal representatives, attorneys, successors, and assigns, or its business operations, practices, or services, except as required by law or pursuant to lawful subpoena. Employer shall not take any action or make any disparaging comments about matters regarding Employee's employment, or Employee, except as required by law or pursuant to lawful subpoena. However, it is not a violation of this Agreement for Employee to make statements about or concerning the City of Boynton Beach as a private individual on matters of public concern.

12. In addition to all other consideration set forth herein, the parties acknowledge that Employee will receive all disbursements of vacation leave, sick leave, and severance pay described in the termination without cause by unilateral action of the City Manager section of Employee's Employment Letter, a copy of which is attached hereto as Exhibit A. The payout of Employee's vacation, sick leave and severance pay shall be paid pursuant to payroll with lawful deductions and direct deposited within 15 calendar days of the Effective Date. Employer agrees to provide Employee with a paystub or accounting of deductions contemporaneously with this payment.

13. If any provision of the Agreement is invalidated by a court or agency of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect. This Agreement shall be governed by the laws of the State of Florida. Venue

in any action to enforce this Agreement shall lie in the State Courts situated exclusively in Palm Beach County, Florida, and any proceeding instituted under this Agreement shall be tried before a judge without a jury. In the event an action is instituted relating to or arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including an award of reasonable attorneys' fees and costs through all appeals.

14. Employee acknowledges and agrees that pursuant to the Older Workers Benefit Protection Act, Employee has been given at least twenty-one (21) days to review and consider this Agreement. Employee may use as much of this twenty-one (21) day period as Employee wishes prior to signing this Agreement. Should Employee wish to waive this twenty-one (21) day review period, Employee may do so by initialing here: _____ or by signing and dating this Agreement in the signature block provided below. Employee and Employer agree that any material or non-material changes that may be made in this Agreement after the Agreement is initially provided to Employee shall not restart the running of this twenty-one (21) day period. Employee understands that Employee may sign this Agreement prior to the end of the twenty-one (21) day period. If Employee does so, Employee agrees that her signature was done knowingly and voluntarily, without any improper inducement by Employer.

a. Employee also acknowledges and agrees that Employee has seven (7) days from the date Employee executes this Agreement within which to rescind this Agreement by providing notice in writing and delivered via hand delivery or certified mail, return receipt requested, to Shawna G. Lamb, City Attorney, 100 East Ocean Avenue, Boynton Beach, FL 33435. Employee further acknowledges that this Agreement and the release contained herein satisfy all the requirements for an effective release by Employee of all claims under the Age Discrimination in

Employment Act. Additionally, the Parties agree that the severance payment identified above shall not be made until the seven (7) day revocation period has expired.

b. Employee further acknowledges that Employee has been advised to consult with an attorney concerning this waiver and that Employee has been given ample opportunity to do so.

15. This Agreement, the Conditional Settlement Agreement between Employee and Employer, and the General Release contain the entire understanding and agreement between the Parties and shall not be modified or superseded, except upon express written consent of the Parties to this Agreement; provided, however, Employee agrees to continue to be bound by any restrictive covenants contained in any contracts or agreements that would otherwise bind the Employee after the termination of employment with Employer.

16. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed to be one and the same original and shall be binding on all of the Parties. An electronic signature shall be deemed an original signature.

17. Employee will be responsible for providing express written notice of any change in address to Employer.

18. This Agreement shall become effective on the next business day following the City Commission's approval of this Conditional Settlement Agreement and the General Release, and on the eighth day after Employee signs this Agreement, unless Employee revokes it ("Effective Date").

19. Employee certifies that, during Employee's review and execution of this Agreement, Employee is of sound mind and body and legally capable of entering into contracts. Employee acknowledges that Employee has entered into this Agreement of her own free will and that Employee's signature was not procured by coercion, fraud, or intimidation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents in accordance with all of the formalities required by law on the day and year respectively set forth below.

Employee: KATHRYN MATOS

_____
Signature

_____
Date

Employer: CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

_____
Date

Approved as to form by
Office of the City Attorney

_____
Signature – Shawna G. Lamb

EXHIBIT A

OFFICE OF THE CITY MANAGER
100 East Ocean Avenue
Boynton Beach, Florida 33426
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

EMPLOYMENT LETTER

October 9, 2023

Kathryn Matos
7318 Briella Drive
Boynton Beach, FL 33437

Dear Kathryn:

I am pleased to offer you this Employment Letter for the position of Assistant City Manager – Administrative Services for the City of Boynton Beach (hereinafter referred to as "Position").

This Position is a contractual, specialized position subject to hiring, retention and termination solely by the City Manager. This is an exempt position under the Fair Labor Standards Act. As such, you are not eligible for overtime pay if/when you work in excess of 40 hours in a workweek.

By accepting this Position, you confirm that the information contained in your curriculum vitae and/or in any other documents you submitted to the City, or completed at the City's request, or representations you made in connection with obtaining this Position, are true and correct.

Attached hereto as Exhibit "A" is the job description for this Position. By accepting this Position, you are representing to the City that you have reviewed and you have agreed to perform the functions/services stated in the job description. Further, by accepting this Position, you are representing to the City that you possess the knowledge, skills, competencies, expertise, and experience to perform the functions/services pursuant to the terms of this Employment Letter.

You will be an "at will" employee of the City, which means you have no vested right or property right in your position. At the discretion of the City Manager, you may be terminated from this Position at any time or for any reason, with or without a statement of cause. Further, you acknowledge and understand that there has been no representation or promise, expressed or implied, establishing a fixed term of your Position.

The provisions of the City's Employee Handbook, as amended from time to time, are applicable to you, except the following Chapters of the Employee Handbook which have no application to you:

Chapter II Employment	02. Recruitment and Selection
Chapter III Compensation	02. Callback and On Call
Chapter III Compensation	03. Compensatory Time
Chapter III Compensation	04. Incentive Pay System
Chapter III Compensation	05. Bonus Awards
Chapter IV Benefits	04. Sick Leave with Pay

Chapter VI Discipline	Entire Chapter
Chapter VII Resignation	Entire Chapter

Unless otherwise expressly provided in this Employment Letter you will at all times:

a. Devote all of your time, attention, knowledge, and skill solely and exclusively to the business and interests of the City.

b. Perform your duties and obligations faithfully, industriously, and to the best of your ability.

c. Not engage in conflicting outside employment except with prior written authorization of the City Manager or the City Manager's designee.

d. Keep the City Manager or the City Manager's designee fully informed in advance of all travel and activities that take you out of the office for more than a day at a time. All City-related travel must receive prior written approval of the City Manager or the City Manager's designee.

Compensation reviews are not subject to any specific formula applicable to other City personnel. Wage adjustments will be at the sole discretion of the City Manager or the City Manager's designee and are subject to the appropriation of funds by the City Commission.

Your compensation and other monetary benefits are as follows:

a. Your annualized salary is ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FOUR and 80/100 ($188,764.80), payable in equal bi-weekly installments.

b. Any compensation not specifically stated herein is at the sole discretion of the City Manager.

c. The City will pay or reimburse you for out-of-pocket expenses when such expenditure is authorized by the City Manager or City Manager's designee in advance and related to your job responsibilities.

d. You will be offered the same Health Insurance benefit provided to non-union City employees. The scope of benefit and any employee payments thereto are subject to unilateral modification by the City.

e. You will receive the Executive Tier Benefits Package which consists of:

(1) Additional Life and AD&D Insurance - $250,000
(2) Take Home Vehicle (State-wide)
(3) City-issued cell phone
(4) Deferred Compensation – City will provide $7,500 annualized deferred compensation
(5) PTO Leave (up to 80 hours per fiscal year) – Cash out option not applicable
(6) Severance - 20 weeks
(7) Sick Leave Cash Conversion (each fiscal year, convert up to 120 hours of sick to 50% cash payout, with 80 hour minimum remaining in leave bank, unless requesting an emergency cash

out)
(8) Sick Leave Payout upon resignation/retirement is paid at 50% (after 6 months of service)
(9) Vacation Leave Cash Conversion (each fiscal year, convert up to 100 hours of vacation to 100% cash payout, with 80 hour minimum remaining in leave bank)

Any revisions to the Executive Tier Benefits Package in the future will automatically be granted to you and need not be subject to a future addendum.

f. You will receive the same benefit Disability Insurance provided to non-union City employees as amended from time to time.

g. You will be enrolled in the General Employees' Pension Plan as a plan participant.

h. You may observe the same paid legal holidays as managerial employees pursuant to the provisions of the Employee Handbook, as may be amended from time to time.

i. You will accrue vacation leave as follows:

YEARS OF SERVICE	VACATION DAYS	VACATION HOURS
1 year	12	96
2 years	15	120
3 years	15	120
4 years	16	128
5 years	17	136
6 years	18	144
7 years	19	152
8 years	20	160
9 years	21	168
10 - 15 years	22	176
16 - 20 years	24	192
21 years & above	25	200

j. You will accrue sick leave according to the sick leave policy contained in the Employee Handbook, as may be amended from time to time.

Notwithstanding the foregoing, you acknowledge and agree that the City Commission may impose fiscal restraints such as a wage freeze, wage reduction, suspend market increases, and implement unpaid furloughs, changes in hours of work, reduced car allowances, reduced cell phone allowances and/or changes in travel allowances, during the current or future budget years without your express authorization.

If you accept this Position, the City will defend and indemnify you against all civil actions, provided the claims or actions arise out of and in the course of the performance of your duties and responsibilities pursuant to this Position, and pay any judgment that may be entered against you in a civil action arising

out of and in the course of the performance of your duties and responsibilities pursuant to this Position, except a judgment based on intentional wrongdoing by you. The City reserves the right to select, appoint, retain, or discharge legal counsel necessary to provide the foregoing defense. The City's duty to defend and indemnify is limited as provided in Florida Statute section 111.07 Defense of civil actions against public officers, employees, or agents.

This Position will terminate:

a. At any time by mutual agreement of you and the City;
b. Upon your sustained inability for all or substantially all of 180 calendar days in a 190 day period to perform all of your duties and obligations pursuant to this Position as a result of physical or mental illness or condition, which inability will be verified at the City's expense (to the extent not covered by applicable medical insurance maintained by the City) by a licensed physician within fifteen days of a request for selection. The examining physician will be selected solely by the City;
c. At any time by the City Manager or the City Manager's designee's unilateral termination of your Position. Unilateral termination will be in writing, be signed by the City Manager or the City Manager's designee, and need not state any reason;
d. Your death;
e. Your resignation or retirement, submitted in writing to the City Manager with no less than thirty (30) calendar days of notice and providing for an actual resignation date.
    (1) Failure to provide the aforementioned notice may result in the forfeiture of any sick leave payout to which you may have otherwise been entitled.
    (2) The City Manager may accept your resignation but set a date prior to the date you have stated as your final day of employment.

If this Position terminates upon mutual agreement of you and the City Manager, you will be entitled to:

a. Reimbursement for as-yet non-reimbursed expenses pursuant to this Position;
b. Payout of 100% of accrued and unused vacation leave;
c. Payout of accrued and unused sick leave according to the management package in effect at that time.

If this Position is terminated by unilateral action by the City Manager or the City Manager's designee for reasons that do not constitute cause, you will be entitled only to:

a. Reimbursement for as-yet non-reimbursed expenses pursuant to this Position;
b. Payout of 100% of accrued and unused vacation leave;
c. Payout of accrued and unused sick leave according to the management package in effect at that time;
d. If terminated after 180 days of employment: Twenty (20) weeks of prorated base salary calculated as follows: Your annual base salary as of the termination date, will be divided by 52 weeks, and that amount will be multiplied by 20 weeks, less customary taxes/withholdings; or
e. If terminated within 180 days of employment: Thirty (30) days of prorated base salary calculated as follows: Your annual base salary as of the termination date, will be divided by 365 days, and that amount will be multiplied by 30 days, less customary taxes/withholdings; or

f. No severance pay will be issued if the employee has been terminated for misconduct as defined by Section 443.036(29), Florida Statutes.

If this Position is terminated due to your resignation, retirement, physical disability or death, you or your beneficiary, guardian or personal representative will be entitled only to the following compensation and benefits:

a. Base salary through the date of resignation or such other date as mutually agreed to between you and the City Manager or the City Manager's designee;
b. Reimbursement for as-yet non-reimbursed expenses pursuant to this Position;
c. Payout of 100% of accrued and unused vacation leave according to the management package in effect at that time.
d. Payout of accrued and unused sick leave according to the management package in effect at that time.
e. Life and/or disability benefits if applicable.

Severance pay, if any, does not constitute a part of annual earnings or compensation for services and is excluded from the calculation of pension or retirement benefits.

No modification of or amendment to this Employment Letter will be valid unless reduced to writing and signed by both parties.

No collective-bargaining agreement to which the City is a party will in whole or in part govern, apply to, or be deemed part of or incorporated into this Position.

Any civil action arising out of this Position or the nonperformance or breach of any covenant contained in it will be brought only in Palm Beach County, Florida.

The City's waiver of any breach of any term, condition, or covenant of this Position will not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Position.

This Employment Letter will be binding on and inure to the benefit of your heirs and personal representatives, and the City regardless of changes in the persons holding office as members of the City.

If any provision of this Position or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, the provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Position or their application to other parties or circumstances.

This Position and the terms, conditions, and covenants contained in it will be governed by and construed in accordance with the laws of the State of Florida.

This Employment Letter contains the entire agreement and understanding between the City Manager (on behalf of the City) and you. All prior agreements and understandings, whether written or oral, pertaining to the City's employment of you are fully abrogated and of no further force and effect from and after the date of this Employment Letter.

Regardless of which party's counsel prepared the original draft and subsequent revisions of this Employment Letter, the appointee and the City and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Position will not be deemed to be the product of and, therefore, construed against either of them.

The omission from this letter of a term or provision contained in an earlier draft of the letter will have no evidentiary significance regarding the intent of the parties.

The effective date of this Employment Letter is: October 1, 2023 and must be accepted or rejected within 6 days of the date of this letter.

If the foregoing terms and conditions of this Position are acceptable to you, please sign and date the original of this letter, in the space provided below, and return it to me.

Best Regards,

Daniel Dugger
City Manager

Accepted and agreed to by:

Kathryn Matos

Dated: 10.16.2023

Kathryn Matos

Reviewed and approved by:

Brett Schneider, Labor Counsel

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-225- Approving an agreement with Palm Beach County for the EMS Grant in an amount not to exceed $17,852.50 to reimburse the City for its purchase of 18 Handtvey Pediatric Bags with training, medication, and equipment guides.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-225.

Explanation of Request:

The Florida Department of Health (DOH), through its Emergency Medical Services Program, is authorized by Chapter 40l, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services. Forty-five percent (45%) of EMS Grant funds are divided among the counties to be used by each county for its EMS needs, including reimbursement of expenditures of licensed emergency medical service providers.

The City of Boynton Beach requested the County to disburse a portion of the FY2024-2025 EMS Grant funds to reimburse for its purchase of Eighteen (18) Handtevy Pediatric Bags with training, medication, and equipment guides (EMS Equipment). The EMS equipment is for an improvement and expansion of pre-hospital emergency medical services within the FY2024-2025 EMS Grant funds in an amount not to exceed $17,852.50.

How will this affect city programs or services? The City of Boynton Beach, committed to the well-being and protection of its residents, finds it imperative to update the EMS equipment for improvement and expansion of pre-hospital emergency medical services.

Fiscal Impact:

The EMS Grant offered by the Florida Department of Health through Palm Beach County is expected to fund $17,852.50 for the total project.

Attachments:
R24-225 Agenda_Item_2166-2023_Resolution_for_PBC_EMS_Grant.docx
Exhibit A to Resolution - EMS Grant Agreement.pdf

401 Part II F.S Emergency Medical Services Grants.pdf
Quote 2023-2024.pdf

RESOLUTION NO. R24-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PALM BEACH COUNTY FOR EMERGENCY MEDICAL SERVICES GRANT FUNDS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Health (DOH), through its Emergency Medical Services Program, is authorized by Chapter 401, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

WHEREAS, forty-five percent (45%) of EMS Grant funds are divided among the counties each year to be used by each county for its EMS needs, including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

WHEREAS, the City has requested Palm Beach County disburse a portion of the FY2024-2025 EMS Grant funds to reimburse the City for its purchase of Eighteen (18) Handtevy Pediatric Bags with training and medication and equipment guides (together "EMS Equipment"); and

WHEREAS, the City agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between Palm Beach County and DOH, and the Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement with Palm Beach County for Emergency Medical Services Grant Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with Palm Beach County for Emergency Medical Services Grant Funds (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 4. All original Agreements shall be forwarded to Kori Grant to obtain execution of the Agreement by Palm Beach County. Kori Grant shall be responsible for ensuring that one fully executed Agreement is returned to the City to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT
FOR EMS GRANT FUNDS

THIS AGREEMENT ("the Agreement") is made as of the ____ day of _____, year _____, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and the **City of Boynton Beach,** a municipal corporation of the State of Florida (herein referred to as "MUNICIPALITY").

WITNESSETH

WHEREAS, the Florida Department of Health (DOH), through its Emergency Medical Services Program, is authorized by Chapter 40l, Part II, Florida Statutes, to dispense pre-hospital emergency medical services grant funds ("EMS Grant") throughout the State to improve and expand pre-hospital emergency medical services; and

WHEREAS, forty-five percent (45%) of EMS Grant funds are divided among the counties each year to be used by each county for its EMS needs including using the EMS Grant funds for reimbursement of expenditures of licensed emergency medical service providers; and

WHEREAS, the MUNICIPALITY has requested the COUNTY disburse a portion of the FY2024-2025 EMS Grant funds to reimburse the MUNICIPALITY for its purchase of **Eighteen (18) Handtevy Pediatric Bags with trainings and medication and equipment guides** (together "EMS Equipment"); and

WHEREAS, the MUNICIPALITY agrees to accept said reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the Memorandum of Agreement for Emergency Medical Services County Grants (DOH MOA) between the COUNTY and DOH, and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 – REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be **Lee Moultrie, EM Program Manager**, whose telephone number is **561-712-6484.**

The MUNICIPALITY representative/contact monitor during the term of the Agreement shall be **Jarvis Prince, EMS Chief**, whose telephone number is **561-742-6337.**

ARTICLE 3 – REIMBURSEMENT OF MUNICIPALITY

The COUNTY agrees to reimburse the MUNICIPALITY for MUNICIPALITY purchased EMS Equipment from the COUNTY'S FY2024-2025 EMS Grant funds in an amount not to exceed **Seventeen thousand eight hundred fifty two dollars and fifty cents ($17,852.50).** The MUNICIPALITY shall purchase the EMS Equipment and submit the required purchase documentation for reimbursement as detailed in Article 4. Approved documentation will be processed by the County Finance Department for payment to the MUNICIPALITY.

ARTICLE 4 – GRANT PROGRAM REQUIREMENTS

MUNICIPALITY SHALL:

A. Comply with general requirements of COUNTY and the conditions of the EMS Grant.

B. Submit to the COUNTY Representative on or before **April 30, 2025** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS Equipment was purchased by the MUNICIPALITY. The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant.

C. Immediately return the purchased EMS Equipment to the COUNTY should the MUNICIPALITY cease to operate its pre-hospital emergency medical services during the life of the EMS Equipment.

D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained in use and operation of the EMS Equipment if applicable, by **April 30, 2025** The County's Public Safety Department Director may extend this deadline, subject to any requirements of the EMS Grant. This report shall include all of the necessary training provided for the EMS Equipment. It is the responsibility of the MUNICIPALITY purchasing the EMS Equipment to provide the training. The MUNICIPALITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a material breach of Agreement. As such, COUNTY may terminate this Agreement and demand return of the EMS Equipment.

E. The MUNICIPALITY hereby certifies that its request for the EMS Equipment is for an improvement and expansion of pre-hospital emergency medical services within the County and will not be used to supplant current levels of expenditures. MUNICIPALITY agrees to the reimbursement for EMS Equipment under the terms and conditions of the EMS Grant program, the DOH MOA and this Agreement, and will permit an audit.

F. MUNICIPALITY agrees to comply with all applicable EMS Grant program requirements. To the extent relevant to MUNICIPALITY's EMS Equipment, MUNICIPALITY agrees to comply with any obligations imposed on the COUNTY by the EMS Grant program and the DOH MOA to the extent necessary for the COUNTY to comply with the EMS Grant program and the DOH MOA, including but not limited to provisions relating to use of EMS Grant funds, reports,

inspections, audits, and procuring, inventorying, insuring and safeguarding equipment. If the DOH MOA is terminated for any reason, in full or in part relevant to the MUNICIPALITY's EMS Equipment, the COUNTY may terminate this Agreement upon written notice to the MUNICIPALITY. If there are any inconsistencies between the DOH MOA and this Agreement, the DOH MOA will prevail.

ARTICLE 5 – LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and solely within the limits established by Section 768.28, Florida Statutes, the MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the MUNICIPALITY'S use, care and/or maintenance of the EMS Equipment, or its acts or omissions that cause the COUNTY to be in breach or violation of the DOH MOA or the EMS Grant program. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

ARTICLE 6 – AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation under this Agreement, including to reimburse the MUNICIPALITY under this Agreement, are contingent upon an annual budgetary appropriation for the purposes hereunder and the availability of FY2024-2025 EMS Grant funds. Ongoing costs for EMS Equipment including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the MUNICIPALITY and will not be funded under this Agreement or the EMS Grant program.

ARTICLE 7 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the MUNICIPALITY.

ARTICLE 8 – ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 9 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY 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 MUNICIPALITY'S place of business. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 10 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

ARTICLE 11 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 12 – 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, 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.

ARTICLE 13 - SURVIVABILITY

Any provision of this Agreement that is of a continuing nature, or which by its language or

nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

ARTICLE 14 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Lee Moultrie, Emergency Program Coordinator
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the MUNICIPALITY, notices shall be addressed to:
Jarvis Prince, EMS Chief
2080 High Ridge Rd.
Boynton Beach, FL 33426

ARTICLE 15 – INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (the "Statute"), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this Agreement, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured. The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the Agreement, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a

Waiver of Subrogation against COUNTY.

- Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 16 – ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY 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.

ARTICLE 17 – EFFECTIVE DATE

The term of this Agreement is June 1, 2024 through April 30, 2025.

ARTICLE 18 – E-VERIFY - EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

ARTICLE 19 – PUBLIC RECORDS

Both parties shall comply with Florida's public records laws.

ARTICLE 20 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby approve and execute this Agreement on the date first written above.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Verdenia C. Baker, County Administrator

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

_____
Typed Name

_____
Typed Title

ATTEST:

By:_____
Municipal Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Municipality Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:_____
County Department Director

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Municipality Representative

PART II
EMERGENCY MEDICAL SERVICES GRANTS

401.101 Short title.
401.104 Legislative intent.
401.107 Definitions.
401.111 Emergency medical services grant program; authority.
401.113 Department; powers and duties.
401.117 Grant agreements; conditions.
401.121 Rules and regulations.

401.101 Short title.—This part shall be known and may be cited as the "Florida Emergency Medical Services Grant Act."

History.—s. 1, ch. 73-262; s. 8, ch. 89-275; s. 6, ch. 89-283.

401.104 Legislative intent.—It is the legislative intent that emergency medical services are essential to the health and well-being of all citizens and that private and public expenditures for adequate emergency medical services represent a constructive and essential investment in the future of the state and our democratic society. A major impediment to the provision of adequate and economic emergency medical services to all citizens is the inability of governmental and private agencies within a service area to respond cooperatively in order to finance the systematic provision of such services. This grant program is established to encourage and assist such cooperative efforts.

History.—s. 2, ch. 73-262.

401.107 Definitions.—As used in this part, the term:

(1) "Department" means the Department of Health.

(2) "Local agency" means the board of county commissioners.

(3) "Emergency medical services" means the activities or services to prevent or treat a sudden critical illness or injury and to provide emergency medical care and prehospital emergency medical transportation to sick, injured, or otherwise incapacitated persons in this state.

(4) "Emergency medical services organizations" means public or private entities involved in emergency medical services systems.

(5) "Rural emergency medical services" means emergency medical services in a county with a total population of 100,000 or fewer people and density of less than 100 people per square mile.

(6) "Youth athletic organization" means a private not-for-profit organization that promotes and provides organized athletic activities to youth.

(7) "Automated external defibrillator device" means a device as defined in s. 768.1325(2)(b).

History.—s. 3, ch. 73-262; s. 245, ch. 77-147; s. 9, ch. 89-275; s. 7, ch. 89-283; s. 28, ch. 92-78; s. 39, ch. 97-237; s. 2, ch. 2006-125.

401.111 Emergency medical services grant program; authority.—The department is hereby authorized to make grants to local agencies, emergency medical services organizations, and youth athletic organizations in accordance with any agreement entered into pursuant to this part. These grants shall be designed to assist local agencies and emergency medical services organizations in providing emergency medical services, including emergency medical dispatch, and to assist youth athletic organizations that work in conjunction with local emergency medical services organizations to expand the use of automated external defibrillator devices in the community. The cost of administering this program shall be paid by the department from funds appropriated to it.

History.—s. 4, ch. 73-262; s. 246, ch. 77-147; s. 10, ch. 89-275; s. 8, ch. 89-283; s. 40, ch. 97-237; s. 2, ch. 2003-180; s. 3, ch. 2006-125.

401.113 Department; powers and duties.—

(1) Funds deposited into the Emergency Medical Services Trust Fund as provided by ss. 316.061, 316.192, 318.21, and 938.07 must be used solely to improve and expand prehospital emergency medical services in the state.

(2) The department shall annually dispense funds contained in the Emergency Medical Services Trust Fund as follows:

(a) Forty-five percent of such moneys must be divided among the counties according to the proportion of the combined amount deposited in the trust fund from the county. These funds may not be used to match grant funds as identified in paragraph (b). An individual board of county commissioners may distribute these funds to emergency medical services organizations and youth athletic organizations within the county, as it deems appropriate.

(b) Forty percent of such moneys must be used by the department for making matching grants to local agencies, municipalities, emergency medical services organizations, and youth athletic organizations for the purpose of conducting research, increasing existing levels of emergency medical services, evaluation, community education, injury-prevention programs, and training in cardiopulmonary resuscitation and other lifesaving and first aid techniques.

1. At least 90 percent of these moneys must be made available on a cash matching basis. A grant made under this subparagraph must be contingent upon the recipient providing a cash sum equal to 25 percent of the total department-approved grant amount.

2. No more than 10 percent of these moneys must be made available to rural emergency medical services, and notwithstanding the restrictions specified in subsection (1), these moneys may be used for improvement, expansion, or continuation of services provided. A grant made under this subparagraph must be contingent upon the recipient providing a cash sum equal to no more than 10 percent of the total department-approved grant amount.

The department shall develop procedures and standards for grant disbursement under this paragraph based on the need for emergency medical services, the requirements of the population to be served, and the objectives of the state emergency medical services plan.

(c) Fifteen percent of such moneys must be used by the department for capital equipment outlay, personnel, community education, evaluation, and other costs associated with the administration of this chapter. Any moneys not annually used for this purpose must be used for making additional rural grant funds available.

History.—s. 5, ch. 73-262; s. 1, ch. 77-174; s. 47, ch. 85-81; s. 26, ch. 85-167; s. 5, ch. 85-337; s. 10, ch. 86-154; s. 52, ch. 86-220; s. 11, ch. 89-275; s. 9, ch. 89-283; s. 29, ch. 92-78; s. 35, ch. 97-271; s. 17, ch. 2001-53; s. 6, ch. 2001-380; s. 13, ch. 2002-402; s. 9, ch. 2004-6; s. 4, ch. 2006-125; s. 15, ch. 2015-4.

401.117 Grant agreements; conditions.—The department shall use the following guidelines in developing the procedures for grant disbursement:

(1) The need for emergency medical services and the requirements of the population to be served.

(2) All emergency vehicles and attendants must conform to state standards established by law or rule of the department.

(3) All vehicles shall contain minimum equipment and supplies as required by law or rule of the department.

(4) All vehicles shall have at a minimum a direct communications linkup with the operating base and hospital designated as the primary receiving facility.

(5) Emphasis shall be accorded to applications that contain one or more of the following provisions:

(a) Services provided on a county, multicounty, or areawide basis.

(b) A single provider, or a coordinated provider, method of delivering services.

(c) Coordination of all communication links, including police, fire, emergency vehicles, and other related services.

History.—s. 6, ch. 73-262; s. 247, ch. 77-147; s. 41, ch. 97-237.

401.121 Rules and regulations.—The department is authorized to make rules and regulations necessary to carry out the purposes of this part, including funds and assistance to nonprofit volunteer ambulance organizations desiring to comply with the Florida Emergency Medical Services Grant Act.

History.—s. 7, ch. 73-262; s. 75, ch. 95-143.

handtevy

Quote

Company Info: Pediatric Emergency Standards, Inc.
11870 State Rd 84 Suite C5
Davie, FL 33325

Phone: (954) 944-1114
FAX: (954) 653-3792

Account Name: Boynton Beach Fire Rescue
Account #: 101033

Expiration Date: 7/31/2024
Quote Number: Q-09808

Client Contact: Jarvis Prince
Account Rep: Jessica Barrios

Bill To: 2080 High Ridge Road
Boynton Beach, Florida 33426

Ship To: 2080 High Ridge Road
Boynton Beach, Florida 33426

Product Code	Description	Quantity	List Price	Discount, %	Unit Price	Total
HMPS23	Customization and Setup for Handtevy Mobile (One Time Fee)	1.000	$1,690.00	0.00	$1,690.00	$1,690.00
HMPA23	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1.000	$6,225.00	50.00	$3,112.50	$3,112.50
HPB302	Customized Medication & Equipment Guide Handtevy Length Based Tape Twenty (20) Badge Buddies	18.000	$280.00	16.07	$235.00	$4,230.00
HPB6100	Each Pediatric Bag includes: 7 Equipment Pouches Side Compartment Organizer	18.000	$490.00	0.00	$490.00	$8,820.00

Subtotal	$21,775.00
Discount	$3,922.50
Total Price	$17,852.50
Tax	$0.00
Shipping and Handling	$14.38
Total	$17,866.88

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: Sales@Handtevy.com or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above $5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

_____ (Print Name) _____ (Authorized Signature)	_____ (Title) _____ (Effective Date)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-226- Approve the Interlocal Agreement between Palm Beach County and the City of Boynton Beach for the Staffing of Emergency Shelters by Emergency Medical Services Staff.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-226.

Explanation of Request:

Staffing will consist of at least one emergency medical technician and one paramedic or two paramedics (collectively the "Emergency Medical Services Staff") during the State of Emergency. In addition, the City's EMS staff shall be solely responsible for providing ALS equipment as reasonably required to support the EMS staff function for the duration of shelter operations. These services have been provided in the past.

Emergency Medical Services is part of the day to day operations of the Fire Service. Emergency Medical Technicians, and or Paramedics are the resources we use in life saving situations and especially during natural disasters. Having EMS on site increases lifesaving capabilities while decreasing response time from being dispatched, which could be delayed due to roadway hazards.

The term of the agreement shall be for five (5) years upon execution.

How will this affect city programs or services?
In order to function and perform emergency medical care duties, members must have the necessary agreement in place to operate under the direction of the contracted medical director. The shelter team at each emergency shelter will establish designated medical treatment areas. The EMS Staff will perform all work at the shelter under the direction and authority of ALS Services within the City. Without this agreement, Boynton Beach Fire Rescue would not be able to effectively perform these services.

Fiscal Impact: N/A

Attachments:
R24-226 Agenda_Item_1582-

2023_Resolution_for_PBC_Interlocal_for_Emergency_Shelter_Staffing.docx
Exhibit A to Resolution - SHELTER ILA 9-24.pdf

RESOLUTION NO. R24-226

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES STAFF; AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and which each might exercise separately; and

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the ability of any one local government to cope with the disasters with existing resources; and

WHEREAS, the Emergency Management Act, as amended, gives local governments the authority to make agreements for mutual assistance in emergencies and, through such agreements, to ensure the timely reimbursement of costs incurred by local governments that render such assistance; and

WHEREAS, the Parties desire to plan for and coordinate activities relating to emergency preparedness, response, recovery, and mitigation, including planning for the medical needs of persons temporarily located at emergency shelters during a declared state of emergency; and

WHEREAS, the City has agreed to staff certain public shelter(s) with Emergency Medical Services (EMS) staff, and advanced life support (ALS) equipment during an emergency in order to provide for medical needs during an emergency, if needed; and

WHEREAS, in exchange for the City's commitment to staff emergency shelters with Emergency Medical Services Staff, the County agrees to reimburse the City for costs incurred to

the extent such costs are eligible costs in accordance with FEMA's Recovery Policy RP 9523.6 and applicable FEMA guidance; and

WHEREAS, this Agreement has an initial term of five (5) years from the Effective Date; and

WHEREAS, this Agreement provides that the parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment executed by both parties with no cap on the number of extensions; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Interlocal Agreement with Palm Beach County for the Staffing of Emergency Shelters by Emergency Medical Services Staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Interlocal Agreement between Palm Beach County and the City for the Staffing of Emergency Shelters by Emergency Medical Services Staff (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Interlocal Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 4. The Mayor-executed Interlocal Agreement shall be provided to Kori Grant/Melissa Roberts in the Fire Department to provide to Palm Beach County for execution.

SECTION 5. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 6. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH FOR THE STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES STAFF

This Interlocal Agreement ("Agreement") is made as of _____ , 2024, (the "Effective Date") by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (the "County"), and the City of Boynton Beach, a municipal corporation of the State of Florida (the "City"), collectively the "Parties."

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the ability of any one local government to cope with the disasters with existing resources; and

WHEREAS, the Emergency Management Act, as amended, gives local governments the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by local governments which render such assistance; and

WHEREAS, the Parties desire to plan for and coordinate activities relating to emergency preparedness, response, recovery, and mitigation, including planning for the medical needs of persons temporarily located at emergency shelters during a declared state of emergency; and

WHEREAS, the City has agreed to staff certain public shelter(s) with Emergency Medical Services (EMS) staff, and advanced life support (ALS) equipment during an emergency in order to provide for medical needs during an emergency, if needed; and

WHEREAS, in exchange for the City's commitment to staff emergency shelters with Emergency Medical Services Staff, the County agrees to reimburse the City for costs incurred to the extent such costs are eligible costs in accordance with FEMA's Recovery Policy RP 9523.6 and applicable FEMA guidance; and

WHEREAS, this Agreement has an initial term of five (5) years from the Effective Date; and

WHEREAS, this Agreement provides that the parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment executed

by both parties with no cap on the number of extensions; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the County and the City agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION

The County's representative/Agreement monitor during the term of this Agreement shall be Armen Gregorian, whose telephone number is (561) 712-6483.

The City representative/contact monitor during the term of the Agreement shall be EMS Chief Jarvis Prince, whose telephone number is (561) 742-6337.

ARTICLE 3- DECLARATION OF STATE OF EMERGENCY

The services in this Agreement shall commence automatically upon a declaration of emergency by the State of Florida and/or Palm Beach County ("Declaration of Emergency") followed by a request of County to City for medical staffing of emergency shelters pursuant to this Agreement.

ARTICLE 4 - SHELTER STAFF REQUIREMENTS

Following a Declaration of Emergency and upon request of the County, the City shall staff each emergency shelter located within its municipal boundaries with at least one emergency medical technician and one paramedic or two paramedics (collectively the "Emergency Medical Services Staff") during the state of emergency. In addition, the City's EMS staff shall be solely responsible for providing ALS equipment as reasonably required to support the EMS staff function as long as the shelter remains open.

The shelter team at each emergency shelter will establish a clearly designated medical treatment area. The EMS Staff shall be in the performance of all work at the shelter, employees of the City and under the direction and authority of such officials and physicians as customary and required in the day-to-day provision of ALS services within the City's boundaries and subject to the City's management, supervision, control and authority. In no event shall the EMS staff employed by or assigned by the City be considered employees, agents, servants or contractors of the County.

ARTICLE 5 – REIMBURSEMENT OF COSTS

The County shall reimburse the City incurred costs of the EMS staff as mutual aid costs to the extent such are eligible costs in accordance to the Federal Emergency Management Agency (FEMA)'s Recovery Policy RP 9523.6 and applicable FEMA guidance. Within thirty (30) days of the Declaration of Emergency for which assistance was requested, the City shall submit to the County representative, documentation substantiating the actual costs incurred to the satisfaction of the County's Public Safety Department, Division of Emergency Managements office, the State of Florida Division of Emergency Management and/or FEMA as required for the County to apply for and process the reimbursement request. As applicable, the City may request the County approval to submit its own claim for reimbursement.

ARTICLE 6 – FILING

A copy of this Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County and with the City's Clerk's Office.

ARTICLE 7 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the City.

ARTICLE 8 - LIABILITY/INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims, or damages arising out of the acts or omissions of City. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in F.S. 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 9 – ARREARS

The City shall not pledge the County's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The City further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 10 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The City shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County 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 City's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 11 – NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contract and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the City represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sec, age, marital status, familia status, sexual orientation, gender identify or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, not shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that northing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The City understanding and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contractors, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. City shall include this language in its subcontracts.

ARTICLE 12- AUTHORITY TO PRACTICE

The City hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services while staffing the public shelter. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 13 – 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, 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.

ARTICLE 14 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the County, notices shall be addressed to:

Mary Blakeney, Director
20 South Military Trail
West Palm Beach, FL 33415

with copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. – 6^{the} Floor
West Palm Beach, Florida 33405

If sent to the City, notices shall be addressed to:

EMS Chief Jarvis Prince
2080 High Ridge Road
Boynton Beach, FL 33426

with copy to:
City's Attorney's Office
100 E. Ocean Avenue
Boynton Beach, Florida 33435

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the City 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.

ARTICLE 16 – TERM AND EXPIRATION

This Agreement will commence following the execution of this Agreement on the Effective date and shall continue for a term of five (5) years. The parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment executed by both parties.

ARTICLE 17- TERMINATION

This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Palm Beach County, Florida, by and through its Board of County Commissioners, and the City of Boynton Beach, Florida, a municipal corporation, have made and executed this Agreement on behalf of the County and the City, on the date first above written.

CITY OF BOYNTON BEACH, FLORIDA

By: _____
Ty Penserga, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Hugh Bruder,
Director of Fire and Emergency Medical Services/Fire Chief

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

ATTEST:
Joseph Abruzzo , Clerk & Comptroller

By: _____
Clerk & Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By_____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Stephanie Sejnoha, Director
Department of Public Safety

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-227- Approve the First Amendment to the Subrecipient Agreement, granting a three-month extension to the Agreement with Boynton Beach Faith Based Community Development Corporation Inc., for the Community Development Block Grant - Limited Rehabilitation Program as previously approved by Resolution No. R23-124.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-227 **.**

Explanation of Request:

As adopted by resolution R23-124, the City of Boynton Beach entered into CDBG Subrecipient Agreement with Boynton Beach Faith-Based Community Development Corporation, Inc. (Boynton Beach Faith-Based CDC). Boynton Beach Faith Based CDC was approved by Resolution R23-124, to receive on a reimbursement basis $535,000 allocated toward the Owner-Occupied Limited Housing Rehabilitation Program to assist low-income households with needed repairs.

Boynton Beach Faith Based CDC is formally requesting that the contract be extended for an additional three (3) months, or until December 31, 2024 for the Owner-Occupied Limited Rehabilitation Program (formal request letter attached to Agenda Item). Staff is recommending City Commission to grant the aforementioned request. The additional months will grant the subrecipient time to honor the terms of the agreement and expend the remaining funds.

How will this affect city programs or services? Low-Income Individuals living in Boynton Beach will continue to benefit from the Owner-Occupied Limited Rehabilitation Program.

Fiscal Impact: The City will continue to reimburse Boynton Beach Faith-Based CDC the CDBG funds allocated for the Limited Rehabilitation Program.

Attachments:
R24-227 Agenda_Item_2176-2023_Resolution_for_Faith_Based_Amd.docx
Exhibit A to Resolution - Signed Amd.pdf
BBFBCDC Request Agreement Extension.pdf
R23-124 Subrecipient Agreement Executed.pdf

RESOLUTION NO. R24-227

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBAWARD AGREEMENT BETWEEN BOYNTON BEACH FAITH BASED COMMUNITY DEVELOPMENT CORPORATION, INC., AND THE CITY EXTENDING THE TERM OF THE AGREEMENT FOR A THREE-MONTH PERIOD, EXPIRING DECEMBER 31, 2024; AND FOR ALL OTHER PURPOSES.

WHEREAS, on September 14, 2023, the City and the Boynton Beach Faith Based Community Development Corporation, Inc., entered into a Community Development Block Grant Subaward Agreement, approved by Resolution No. R23-124; and

WHEREAS, the Agreement expires on September 30, 2024; and

WHEREAS, the parties desire to amend the Agreement to extend the term of the Agreement an additional three (3) months to expire on December 31, 2024; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the First Amendment to the Community Development Block Grant Subaward Agreement between Boynton Beach Faith Based Community Development Corporation, Inc., and the City extending the term of the Agreement for a three-month period, expiring December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a First Amendment to the Community Development Block Grant Subaward Agreement between Boynton Beach Faith Based Community Development Corporation, Inc., and the City extending the term of the Agreement for a three-month period, expiring December 31, 2024 (the "Amendment"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. One fully-executed original of the Amendment shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed Amendment shall be provided to RJ Ramirez to forward to the subrecipient.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO CDBG SUBAWARD AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BOYNTON BEACH FAITH-BASED COMMUNITY DEVELOPMENT CORPORATION, INC.

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Boynton Beach Faith-Based Community Development Corporation, Inc., a Florida not-for-profit corporation ("Subrecipient") (collectively referred to as the "Parties").

RECITALS

A. On September 19, 2023, the Parties entered into a CDBG Subaward Agreement (the "Agreement") for Homesteaded Owner-Occupied Limited Rehabilitation for Qualifying Households.

B. The Parties desire to extend the term of the Agreement through December 31, 2024.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Subrecipient agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Term Extension. The Parties hereby agree to extend the Agreement through and including December 31, 2024.

3. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4. Subrecipient acknowledges that through the date this Amendment is executed by Subrecipient, Subrecipient has no claims or disputes against City with respect to any of the matters covered by the Agreement.

5. The following new sections are added to the Agreement as follows:

a. Entities of Foreign Concern. The provisions of this section apply only if Subrecipient or any subcontractor will have access to an individual's personal identifying information under this Agreement. Subrecipient represents and certifies: (i) Subrecipient is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Subrecipient; and (iii) Subrecipient is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Subrecipient and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

b. Anti-Human Trafficking. On or before the Effective Date of this Amendment, Subrecipient shall provide City with an affidavit attesting that the Subrecipient does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6. The effective date of this Amendment shall retroactively be September 30, 2024, regardless of the later date of complete execution by the Parties.

7. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

In witness whereof, the Parties have executed this Amendment as of the date last indicated below.

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2024

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

SUBRECIPIENT

Boynton Beach Faith-Based
Community Development Corporation, Inc.

By_____
Authorized Signer

Christopher Plummer, Interim Executive Director

_____
Print Name and Title

24th day of September, 2024

SRW
9.23.24

Boynton Beach Faith-Based Community Development Corporation, Inc.

Board of Directors:
Alexander Edmonds,
President
Carlene Elliott,
Vice President
Margaret Johnson,
Secretary
Cheryl Banks,
Treasurer
Courtney Cain
Frances Francis
Karen Jacobs
Hubert McIntosh
Yvonne Odom
Alrglether Pace
Chris Plummer,
Interim Executive Director

Our Partners

1600 N. Federal Hwy. 12
Post Office Box 337
Boynton Beach, FL 33435

Phone: 561-752-0303
Fax: 561-244-5046
www.boyntonbeachcdc.org

September 13, 2024

RJ Ramirez
Manager, Community Improvement
Financial Services
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Request for a 90-day Extension on FY 2023 CDBG Funding for Elderly Housing Rehabilitation for Boynton Beach Faith Based Community Development Corporation.

Dear Mr. Ramirez:

The purpose of this letter is to formally request a 90-day extension on the above referenced agreement. As you are aware, on August 16, our Executive Director died after being hospitalized for some time. The board of directors has appointed me as the Interim Executive Director.

It took me some time to get a good understanding of the progress on the housing rehabilitation project and accelerated production. I am pleased to inform you that we have completed six cases, seven in progress and will be completed by September 30. Two cases remain to be put out for construction bids for a total of 15 cases. We will need another 60-90 days to complete the last two units which will allow us to completely expend the $535,000.00 in FY 2023 funding and serve 15 elderly households.

We request your consideration because of the Executive Director transition, the fact that we have qualified the final two cases and need a little more time to expend all of the CDBG funding for the benefit of elderly city residents. Please let me know if you have any questions.

Sincerely,

Chris Plummer
Interim Executive Director
561-310-1739

RESOLUTION NO. R23-124

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN SUB-RECIPIENT AGREEMENTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AS ADOPTED IN THE CDBG FY 2023 ONE YEAR ANNUAL ACTION PLAN, AS ADOPTED IN RESOLUTION R23-098; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, local nonprofit service providers of CDBG eligible services and programs to low and low-moderate income residents of the City of Boynton Beach have submitted grant applications requesting funds to assist in the delivery of their services; and

WHEREAS, the Community Development Block Grant Program's purpose is to assist the City of Boynton Beach meet the needs of its lower income residents; and

WHEREAS, the agencies that are being funded will offer various forms of assistance that are considered public service and housing rehabilitation activities.

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the Mayor to sign sub-recipient agreements for the Community Development Block Grant (CDBG), as adopted in the CDBG FY 2023 One Year Annual Action Plan, R23-098.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize the Mayor to sign sub-recipient agreements for the Community Development Block Grant (CDBG), as adopted in the CDBG FY 2023 One Year Annual Action Plan, R23-098, as follows:

1.	Boynton Beach Faith Based Community Development Corp.	$ 40,000.00
2.	Pathways to Prosperity, Inc.	$ 35,000.00
3.	Legal Aid Society of Palm Beach County, Inc.	$ 7,500.00
4.	Boynton Beach Faith Based Community Development Corp.	$535,000.00
	TOTAL SUB-RECIPIENT FUNDING	$617,500.00

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 14th day of September, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

David N. Tolces
Interim City Attorney

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Boynton Beach Faith Based Community Development Corporation, Inc.**

for a CDBG subaward of an amount not to exceed $535,000.00

from a federal award issued by **U.S. Department of Housing and Urban Development**

for the specific purpose of

Homesteaded Owner-Occupied Limited Rehabilitation for Qualifying Households.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No.: Resolution R23 – 098
Financial Services Department:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.202(a)(1)** – Eligible Rehabilitation and Preservation activities – Improvements to Single Family Residential Properties; National Objective **24 CFR Part 570.208 (a)(3)**

TABLE OF TERMS AND PROVISIONS

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Article 1: Standard CDBG Subaward Form Agreement

A. This CDBG Subaward Agreement (**"Agreement"**) is a **"Standard CDBG Subaward Form Agreement."** Any changes to this standard form shall be noted separately through an amendment to the Agreement which must be separately executed by the parties to this Agreement in order to be binding upon the parties.

Article 2: The Parties

A. This Agreement is entered into by and between the two parties indicated in the following table:

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Boynton Beach Faith Based Community Development Corporation, Inc. a Community Based Development Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 2191 N Seacrest Blvd. Boynton Beach, FL 33435 **Agreement Liaison Name:** Keturah Joseph, Executive Director **Email Address:** kjbbfbcdc@yahoo.com

B. The City and the SUBRECIPIENT may unilaterally re-designate their respective agreement liaisons by providing written notice of such change to the other party in accordance with **Article 5 ("Notice")** of this Agreement.

C. Both the City and the SUBRECIPIENT may be individually referred to as **"party"** or collectively referred to as **"parties"** in this Agreement.

Article 3: Federal Subaward Information

A. **Subaward Information.** The table below provides basic information regarding the underlying subaward pursuant to which this Agreement is being entered.

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Owner-Occupied Limited Rehabilitation for Qualifying Households** Program through a Community Based Development Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R23 – 098
Resolution Date:	08/1/2023

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$535,000.00.**

C. **SUBRECIPIENT Compliance with Federal Subaward.** At all times during which the SUBRECIPIENT is performing under this Agreement, the SUBRECIPIENT shall comply with the award terms and conditions of the underlying Federal subaward, as well as with any guidance provided by the Federal Awarding Agency.

D. **Compliance with the Federal Uniform Guidance.** The SUBRECIPIENT shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the **"Uniform Guidance"**) when meeting its obligations under this Agreement.

E. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not alleviate the SUBRECIPIENT from its obligation to comply with any such applicable provisions.

F. **By executing this Agreement, the SUBRECIPIENT hereby certifies that it has reviewed 2 CFR Part 200 and any relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance.**

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$535,000.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

H. **Required Information.** Any additional information required pursuant to 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) may be found in the *Required Information for Federal Subawards Schedule* attached to this Agreement as **"Exhibit A."**

Article 4: Term of Agreement and Subaward Period of Performance

A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall terminate on: **09/30/2024**, unless extended or renewed in accordance with the terms of this Agreement.

B. **Subaward Period of Performance.**

1. The **"Subaward Period of Performance"** is the time during which the SUBRECIPIENT may incur obligations to carry out the work or services authorized under this Agreement. The SUBRECIPIENT may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2. The Subaward Period of Performance of this Agreement is: **UPON EXECUTION to 9/30/2024.**

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Boynton Beach Faith Based Community Development Corporation, Inc. **Attn:** Keturah Joseph, Executive Director 2191 N. Seacrest Blvd. Boynton Beach, Florida 33435

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

1. The SUBRECIPIENT shall be responsible for meeting the objectives of this Subaward, as detailed in the *"Scope of Services"* attached to this Agreement as **"Exhibit B"**, in a manner that is deemed satisfactory by the City and consistent with the standards set forth in this Agreement, the Federal Award, and any directives or guidance issued by the Federal Awarding Agency.

2. The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *"Scope of Services."*

B. **SUBRECIPIENT's Agreement Liaison.** The SUBRECIPIENT's agreement liaison identified in **TABLE 1 – THE PARTIES**, or as re-designated pursuant to **Article 2, Paragraph B** above, shall be available to communicate and meet with the City's agreement liaison and relevant City staff in order to review the SUBRECIPIENT's performance pursuant to this Agreement. The City reserves the right to, at no additional cost to the City, require that the SUBRECIPIENT change its agreement liaison if the City's agreement liaison believes doing so best serves the performance or objectives of the Subaward, or this Agreement.

C. **Licenses and Approvals.** The SUBRECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses, insurances and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its activities in a reputable manner. Proof of such licenses, insurances and approvals shall be submitted to the City within three (3) business days upon request. Failure by the City to request such proof of licensure, insurance and approvals shall in no manner be construed as alleviating the SUBRECIPIENT's obligations pursuant to **Paragraph C** of this Article, nor shall it be construed as shifting or imposing any liability onto the City.

D. **Employees of the SUBRECIPIENT.**

1. **Skillful Provision of Services.** All services or work provided pursuant to this Agreement shall be performed by the employees, volunteers, associates, or agents of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) in a professional and skillful manner.

2. **Employee Licensure.** Any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) whose performance under this Agreement requires licensure shall have such valid and active licensure for the full duration of their performance under this Agreement.

3. **Removal of Employees.** The City may require the SUBRECIPIENT to remove any employee, volunteer, associate, or agent of the SUBRECIPIENT (or of any subcontractor of the SUBRECIPIENT) that the City's agreement liaison – using their sole discretion – deems to be incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The City shall not be responsible for any costs related to such removal.

4. **E-Verify Use and Registration Certification.** Pursuant to Section 448.095, Florida Statutes, the SUBRECIPIENT must certify that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The SUBRECIPIENT must further certify that it does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. These certifications shall be provided by use of the *E-Verify Use and Registration Certification* found attached to this Agreement as **"Form 1"**. Violation of s. 448.095, Florida Statutes, may result in the Immediate Termination (as later defined in **Article 22 ("Termination")**) of this Agreement.

E. **Non-Discrimination.**

1. The SUBRECIPIENT shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.

2. The SUBRECIPIENT shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see 2 CFR Part 200, **"Uniform Guidance Contract**

Provisions" located at: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

F. **Inherently Religious Activities.** When expending the Subaward, the SUBRECIPIENT must adhere to the following conditions:

1. The SUBRECIPIENT must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by the Subaward;

2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and

3. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services; therefore, the SUBRECIPIENT shall not implicitly or explicitly condition receipt of any services funded in whole or part by the Subaward on participation in any inherently religious activities.

G. **Public Entity Crimes and Scrutinized Companies.**

1. By use of the *Public Entity Crimes and Scrutinized Companies Certification* attached to this Agreement as **"Form 2,"** the SUBRECIPIENT must certify that:

   a. The SUBRECIPIENT does not meet the definition of "Scrutinized Company" pursuant to Section 215.473, Florida Statutes; and

   b. The SUBRECIPIENT – or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the SUBRECIPIENT or an affiliate of the SUBRECIPIENT – has not been convicted of a public entity crime pursuant to Section 287.133(3), Florida Statutes.

2. The City reserves the right of Immediate Termination (as later defined in **Article 22 ("Termination")**) of this Agreement should the SUBRECIPIENT:

   a. Be found to have falsified its certification in **"Form 2"**; or

   b. Become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to either Section 287.133, Florida Statutes **("Public Entity Crime; Denial or Revocation of the Right to Transact Business with Public Entities")** or Section 287.135, Florida Statutes **("Prohibition Against Contracting with Scrutinized Companies")** subsequent to entering into this Agreement with the City.

Article 7: Procurement and Subcontracting Standards

A. **Procurement.** The SUBRECIPIENT must comply with 2 CFR §§ 200.318-200.327 **("Procurement Standards")** and must use such procedures when expending the Subaward where SUBRECIPIENT is conducting its own procurement to satisfy the objectives of this Subaward, as detailed in the "Scope of Services", attached as **"Exhibit B". Does the SUBRECIPIENT maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No":** ____

If **"Yes,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**) and will use such procedures when expending the Subaward.

If **"No,"** then: By executing this Agreement, the SUBRECIPIENT hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). As such, the SUBRECIPIENT hereby agrees to develop and use written purchasing procedures in compliance with the Procurement Standards for expending the Subaward OR agrees to use the City's Purchasing Policy Manual. The City's Purchasing Policy Manual can be obtained by contacting the City's Purchasing Manager at 561-742-6322 or PintoK@bbfl.us

B. **Simplified Acquisition Threshold.** The **"Simplified Acquisition Threshold"** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: **$250,000.00.** The Simplified Acquisition Threshold provided for in this Agreement is the one that the SUBRECIPIENT – and any of its sub-SUBRECIPIENTs – must use when making its expenditures of the Subaward. If SUBRECIPIENT is utilizing the City's purchasing procedures, SUBRECIPIENT must use the City's more restrictive (lower) simplified acquisition threshold.

C. **Subcontracting.**

1. **Federally Required Contract Provisions and Award Terms and Conditions.** The SUBRECIPIENT shall insert the relevant contract provisions and certification documents identified in Appendix II of 2 CFR Part 200 (**"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"**) applicable award terms into all contracts into which it enters while expending the Subaward.

2. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.** The SUBRECIPIENT must execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification* attached as **"Form 3"** stating that the SUBRECIPIENT shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms in the solicitation and selection of subcontractor(s) or procurements as required by the Federal Government in 2 CFR § 200.321.

3. Engaging in subcontracting, pursuant to this Agreement without complying with the requirements of this article is strictly prohibited.

D. **Sub-Subawards.**

1. **Approval by the City.** The SUBRECIPIENT shall not issue sub-subawards to any non-Federal entity without first receiving approval from the City.

2. **Pass-Through Requirements.**

   a. The SUBRECIPIENT must pass through all obligations of the Federal Award and any placed upon the SUBRECIPIENT under this Agreement to any of its sub-SUBRECIPIENTs through a federally-compliant SUBRECIPIENT agreement.

b. The SUBRECIPIENT must comply with all provisions of 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other applicable provisions of the Uniform Guidance when issuing a subaward to a sub-SUBRECIPIENT.

E. **SUBRECIPIENT/Contractor Determinations.** Prior to entering into an agreement with a third-party entity that is in part or in whole funded by the Subaward, the SUBRECIPIENT shall analyze the nature of such agreement pursuant to the provisions of 2 CFR § 200.331 (**"SUBRECIPIENT Subcontractor Determinations"**) to determine which type of relationship and requirements apply.

Article 8: Property Standards

A. By executing this Agreement, the SUBRECIPIENT hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (**"Property Standards"**) and will use such procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward.

B. The SUBRECIPIENT shall maintain inventory records of all supplies, equipment, real estate, and other property procured with the Subaward and may not to sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the City, in which case the procedure in 2 CFR §§ 200.311 shall be adhered to.

Article 9: Budget

A. **Approved Budget.** The City-approved Budget for the Subaward is attached to this Agreement as **"Exhibit C"** and shall be the basis for which the City provides payment to the SUBRECIPIENT.

B. **Budget Amendments.**

1. **In General.** Requests to amend the Budget contemplated in this Agreement:

   a. Must be received by the City no later than forty-five (45) days prior to the expiration of this Agreement's term;

   b. Shall be made prior to the SUBRECIPIENT incurring any expenses that are not expressly provided for in the Budget; and

   c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

   a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

      (1) Do not increase the maximum Subaward amount; and

      (2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

   b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written

approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

   a. Calculate, document, and record such Program Income and its intended use or uses;

   b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C.**;

   c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining

the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) **("Required Certifications")**, include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 15th of the month subsequent to the provision of services for which the City is being invoiced (January 15, 2024, April 15, 2024, July 15, 2024, and October 15, 2024).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or

Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13.**

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the "Scope of Services" attached as **"Exhibit B"**;

2. Any goods or services that fall within the attached "Scope of Services", but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award **("Payment(s) in Error").**

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES,** or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 15th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 15, 2024, April 15, 2024, July 15, 2024, and October 15, 2024).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (15) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (15) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5)

years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

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

   b. Upon request from the City, 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 the amount set by the City.

   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's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
Department of Financial Services
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and **"Attachment 1" (Insurance Advisory Form).**

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, general aggregate, products completed/operations aggregate, and personal advertising injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars ($1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars

($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to

be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,"** as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

   c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for

whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.** Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5 ("Notice")** of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15 ("Monitoring Requirements")** of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay

is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party 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. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "**Action**").

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full

Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement 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 rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at

any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements,

negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this 14th day of September, 2023

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

City Clerk – Signature

Mayor – Signature

Approved as to form:

City Attorney – Signature

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

Subrecipient Agency – Signature

Keturah Joseph — Print Name

Executive Director — Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of September, 2023 by

Personally, Known ✓ OR Produced Identification ____ Type of Identification Produced

Seal

NOTARY PUBLIC

Notary – Signature

Gloria Goolsby — Print Name

GLORIA GOOLSBY
Notary Public-State of Florida
Commission # HH 3528
My Commission Expires
May 25, 2024

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Executive Director Title
Keturah Joseph Printed Name	9/19/2023 Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

Form 2
Public Entity Crimes and Scrutinized Companies Certification (Continued)

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C ("Termination")** of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Executive Director Title
Ketura Joseph Printed Name	9/19/2023 Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Executive Director Title
Keturah Joseph Printed Name	9/19/2023 Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Executive Director Title
Keturah Joseph Printed Name	9/19/2023 Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000. Does the Subaward exceed **$100,000?** Yes

If "No" then the SUBRECIPIENT may disregard this form. If "Yes" then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, 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.

B. If any funds other than Federal appropriated funds have been paid or shall 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 SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT 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 SUBRECIPIENTs shall certify and disclose accordingly.

D. 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.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall 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 commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

Form 5
Certification Regarding Lobbying (Continued)

B. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Executive Director Title
Keturah Joseph Printed Name	9/19/2023 Date

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Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	Subaward-Specific Information	
SUBRECIPIENT Name (registered name in SAM.gov):	Boynton Beach Faith Based Community Development Corporation, Inc.	
SUBRECIPIENT's Unique Entity Identifier (UEI):	GZS6GQ1CQFM9	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End:** 09/30/2024
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2023	**End:** 09/30/2024
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$535,000.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$535,000.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$535,000.00	
Federal subaward Project Description:	Owner-Occupied Limited Rehabilitation for Qualifying Households - **24 CFR 570.202(a)(1)** – Eligible Rehabilitation and Preservation activities; National Objective **24 CFR Part 570.208 (a)(3)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Ty Penserga, Mayor **Email:** PensergaT@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14 ("Maintenance, Retention, and Access to Records")** and **Article 16 ("Audit Requirements").**	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13 ("Progress Reporting and Subaward Closeout")**	

Exhibit B
Scope of Services

Homesteaded Owner-Occupied Rehabilitation Program

Scope of Services

The Homesteaded Owner-Occupied Limited Rehabilitation Program for qualifying households will serve low-to-very low-income residents who own and homestead their residence. The program will offer a grant for home improvement/rehabilitation and incidental expenses that correct emergency health and safety hazards, and code related issues. The maximum award $30,000.00 per household.

ELIGIBLE APPLICANTS

Applicant's gross household income (income from all sources before taxes and withholding for every household member, age 18 and over) may not exceed 80% of the area median income, as determined by the U.S. Department of Housing and Urban Development (HUD). The following apply:

- To qualify for grant funding, at least one homeowner residing in the residence must be an Elderly as defined by F.S. 420.0004 (8) and/or have a member of the household that has a documented disability as defined by F.S. 420.0004 (7).
- The applicant must be the homeowner and occupy the home for at least twelve months before the date of application.
- The applicant shall not own any other real estate.
- Absentee owners are not eligible.
- Applicants must have 100% ownership interest in the residence to be improved
- Applicants must have clear title to the subject property as evidenced by a title search or deed
- Must have home repair needs that threaten the homeowner's safety, energy efficiency, habitability, and accessibility.
- Payments on all mortgages on the property must be current. If the mortgage payment is delinquent, it must be brought current before application and remain current through the closing.
- Must not have received housing rehabilitation assistance under any program administered by the City of Boynton Beach in the last 15 years.
- Property taxes must be current.
- Must be current on obligations owed to or insured by any body of government, including, but not limited to code violation liens, income tax liens, child support, and student loans. If the loan has been charged off, the owner will be required to contact the lender and arrange to pay the past due amount.
- If a payment arrangement is made, payment must be current at the time of loan application and approval. If the loan has been forgiven, written proof must be obtained.

OCCUPANCY REQUIREMENTS

Homeowner must have owned the property and Homesteaded the property as his/her principal residence for at least one year prior to applying for assistance. The homeowner must intend to reside in the property for at least one year after the rehabilitation.

Exhibit B
Scope of Services

INCOME CERTIFICATION REQUIREMENTS

Gross annual household income included but is not limited to the gross annual projected income of all household members age 18 and over that reside in the household before taxes or withholdings. The following income sources must be included in the income calculation:

- Salaries, overtime earnings, commissions, bonuses, full-time and part-time earnings, seasonal employee earnings, tips
- Unemployment compensation
- Social Security benefits
- Public assistance
- Net rental income
- Pensions
- Alimony and child support
- Net income from business activities
- Interest and dividend income
- Capital gains
- Imputed income
- Partnership income
- Partnership income
- Bank accounts (i.e. checking, savings and CDs)
- Prepaid debits cards (i.e. Green Dot, Prepaidify, Payoneer, Bluebird)
- Brokerage accounts (i.e. stocks, bonds)
- IRAs, 401-Ks, 457s,

ELIGIBLE PROPERTIES:

- Properties that are being repaired must be the sole and primary residence of the owner.
- Homesteaded Owner-Occupied Single-family properties (Mobile Homes are not eligible)
- Must be the applicant's Homesteaded property
- The property to be improved must not have a lien as a result of code violations.
- The property must be located within city limits (property control number beginning with 08).

TITLE VERIFICATION

Boynton Beach Faith-Based Community Development Corporation, Inc. (FAITH-BASED CDC) will verify the following:

- The legal description of the subject property
- The owner's ownership interest by conducting or facilitating a title search/investigation
- Existing liens, if any on the property

ELIGIBLE IMPROVEMENTS

Improvements include but not limited to:

- Electrical
- Plumbing
- Air Conditioning Replacement

- Insulation
- Single families detached dwellings are also eligible for:
  - Roof Replacement
  - Exterior Doors Replacement
  - Windows Replacement
- Accessibility Improvements for occupant(s) with disabilities
- Repairs incidental to any of the above (i.e. drywall, caulking and painting)
- Other conditions that could cause the home to be or become uninhabitable will be considered on a case by case basis.

Each improvement must be made and in compliance with all applicable health, fire prevention, building and housing codes standards, and product approvals.

APPLICATION PROCESS

- Funding is awarded on a first come, first qualified basis
- The SUBRECIPIENT will assist applicant with the application process
- The SUBRECIPIENT will review the applications and supporting documentation to ensure all eligibility criteria are met
- Applications must be signed by all homeowners
- All forms in the application package must be signed and dated by all household members over 18
- Income Certifications must be signed and dated by all household members over 18
- The SUBRECIPIENT will perform visual home inspection to identify required improvements and write specifications
- The SUBRECIPIENT will review with homeowner proposed improvements
- The SUBRECIPIENT will send work specifications to City's Community Improvement Division for review and approval. The approval of funds to complete rehabilitation is contingent upon the availability of funds
- The SUBRECIPIENT will prepare bids, receive bids from contractors, and selects contractor
- Owner/contractor agreement must be signed before work begins on home
- The SUBRECIPIENT will oversee the rehabilitation work through periodic inspections, review of construction payment requests, and issuance of payments to contractors
- The SUBRECIPIENT will not release final payment to contractor until home passes the final inspection

PROPERTY INSPECTION

- The Community Improvement Division will conduct an Environmental Review that is categorically excluded subject to Section 58.5 pursuant to 24 CFR 58.35(a).
- The Community Improvement Division will submit all necessary documentation and certification to the Florida State Historic Preservation Officer for properties 45 years or older
- If required and depending on work specification, the FAITH-BASED CDC will conduct a Lead Paint Inspection in accordance with the Lead Based Paint Poisoning Preventive Act and assessment on properties built before 1978

Exhibit B
Scope of Services

- The SUBRECIPIENT will complete visual home inspection to itemize required repairs and write specifications
- The SUBRECIPIENT will develop and prepare work specifications for the needed improvements for bidding purposes.
- The SUBRECIPIENT will take and save photos of pre-construction condition

All homes to be rehabilitated must undergo an environmental review and the file documented prior to any commitment of funds. An environmental review consists of a statutory checklist of required review items and a request to the Florida State Historic Preservation Officer (SHPO) for a review of historical significance and its impact on the rehabilitation of houses that are 45 years old or more. The Community Improvement Division will submit a description, maps, and photographs of the house to the SHPO. **Properties with environmental conditions will not be permitted to proceed unless the conditions are corrected. The Community Improvement Division will review all documents of the environmental review checklist. No funds can be committed to a rehabilitation project, or work can start, until the environmental review is completed and approved.**

Each improvement must be a permanent general improvement that correct defects or deficiencies in the property directly affecting the structural integrity, the safety, habitability, or energy consumption of the property.

The homeowner will be responsible for moving his/her belongings to perform the improvements.

REHABILITATION REQUIREMENTS

Rehabilitation must satisfy the following requirements:

- Prior to start of rehabilitation, the property must be inspected by the FAITH-BASED CDC to determine eligibility under the program.
- All proposed rehabilitation must be outlined in the specifications and must address the deficiencies and/or accessibility improvements noted on the inspection report.
- The SUBRECIPIENT will procure bids from currently licensed contractors based on the specifications, and in accordance with 2 CFR 200.320 and select the lowest responsive and responsible bid.
- All improvements must be completed by a currently licensed contractor for their respective trade. Any contractor who is excluded from the federal procurement, or is on the HUD's list of Debarred Contractors, is not eligible for to participate in the program.
- A written construction contract will be prepared by the SUBRECIPIENT and executed between the contractor and homeowner.
- A Notice of Commencement will be filed for all projects.
- The contractor will notify the City's Community Improvement Construction Coordinator when application for permit has been made so the permit review can be expedited.
- Property improvements will conform to all applicable zoning ordinances and all appropriate permits must be obtained.
- Each rehabilitated property assisted with CDBG funds for single family rehabilitation must be a permanent improvement completed in compliance with applicable state, county and municipal health, housing, building, fire prevention and housing maintenance codes.

- Lien waivers must be collected from all contractors and sub-contractors upon completion of rehabilitation

CHANGE ORDERS

- Change orders are not permitted after the contract documents have been executed unless unanticipated deficiencies identified during the rehabilitation process will cause further damage to the home if not addressed
- Any changes in the scope of work, including the reason for the change must be documented in the file
- In the event that a change order occurs, grant amount will be adjusted

INDIVIDUAL GRANT

- The maximum CDBG grant award allocated for this activity is $30,000.00 per household
- The amount of the award might increase if other source of funding is available. The increase will be based on the amount necessary to cure existing substandard conditions or accessibility.

When needed repairs cost exceed the maximum CDBG grant award of $30,000.00, up to $20,000 additional funds, from the SHIP Emergency Repairs – Limited Rehabilitation Program might be used (if SHIP funding is available). The SUBRECIPIENT must have prior written authorization from the Community Improvement Division Manager, in order to use additional SHIP funds. SHIP funds will be used in compliance with the SHIP Statute (F.S. 420.907 – 420.9079) located at: Statutes & Constitution :View Statutes : Online Sunshine (state.fl.us); SHIP Rule 67-37; located at: 67-37 : STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org); 2023 SHIP Residential Rehabilitation Guide located at: Affordable Housing Publications - Florida Housing Coalition (flhousing.org); and any other SHIP Program Regulation as applicable.

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EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Rehabilitation*	$454,750.00
Activity Delivery Cost – 15%	$ 80,250.00
Totals	**$535,000.00**

FUNDING AND METHOD OF PAYMENT:
It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2023 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved on the project and that all rehabilitation has been completed in accordance with federal, state and local program requirements, and all permits have been satisfied.

* There shall be up two draws per each unit being rehabilitated. The first request upon completion of 50% of the rehabilitation and the second may be requested upon final completion of the project. Reimbursement will be pay after all supporting documents and work performed has been reviewed by the Community Improvement Division.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms.** Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

Attachment 1

The following are hereby incorporated into this **"Attachment 1" (Insurance Advisory Form)** by reference:

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-228- Approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Clean Space, Inc., f/k/a Kelly Janitorial Systems, Inc., for janitorial services for City municipal buildings and facilities.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-228.

Explanation of Request: On February 5, 2019, the City Commission approved the award of Bid Contract No. 010-2511-19/IT for Janitorial Services for City Municipal Buildings and Facilities to Clean Space, Inc., f/k/a Kelly Janitorial Systems, Inc.

The Agreement, with all renewal options, expired on August 28, 2024.

The Public Works Department has requested a procurement solicitation to select a vendor and is requesting to extend the Term of the current/expired agreement on a limited basis to ensure the City has adequate janitorial services for City municipal buildings and facilities and to provide time for the issuance of a competitive solicitation for a new contract.

The Term of the Limited Term Extension Agreement is on a month-to-month basis, for an additional six (6) months, expiring upon the earlier of February 28, 2025, or with the execution of a contract under the City's procurement solicitation.

How will this affect city programs or services? Ensure continuity for janitorial services for City municipal buildings and facilities.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-228 Agenda_Item_2101-2023_Resolution_for_Clean_Space_Janitor_Limited_Term_Amd.docx
Exhibit A to Resolution - Clean Space signed Amd.pdf
Clean_Space_updated_price_list.pdf
Clean Space (Kelly) Bid
Renewal Interest Letter - Expiration Feb 28, 2024
Agreement Extension Letter - Cleanspace Inc. - February 29, 2024 - August 28, 2024
Agenda Feb 05, 2019
Clean Space Inc - COI.pdf

RESOLUTION NO. R24-228

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE LIMITED TERM EXTENSION AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CLEAN SPACE, INC., FORMERLY KNOWN AS KELLY JANITORIAL SYSTEMS, INC., FOR JANITORIAL SERVICES FOR CITY MUNICIPAL BUILDINGS AND FACILITIES; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Clean Space, Inc. (Vendor) entered into Contract No. 010-2511-19/IT (the "Agreement") for Janitorial Services for City Municipal Buildings and Facilities (REBID); and

WHEREAS, the Agreement expired on August 28, 2024, and all renewal options for the Agreement between the City and Vendor have been exercised; and

WHEREAS, the City is issuing a procurement solicitation to select a vendor and desires to extend the Term of the Agreement on a limited basis to ensure the City has adequate janitorial services for City municipal buildings and facilities and to provide time for the issuance of a competitive solicitation for a new contract; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the Limited Term Extension Amendment to the Agreement between the City of Boynton Beach and Clean Space, Inc., formerly Kelly Janitorial Systems, Inc., for janitorial services for City municipal buildings and facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Limited Term Extension Amendment to the Agreement between the City and Clean Space, Inc., formerly Kelly Janitorial Systems, Inc., for janitorial services for City municipal buildings and facilities (the "Amendment"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby

authorizes the Mayor to execute the Amendment and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. One fully executed original of the Amendment shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Amendment shall be provided to Ydelsi Rodriguez and forwarded to the vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

LIMITED TERM EXTENSION AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CLEAN SPACE, INC., FORMERLY KELLY JANITORIAL SYSTEMS, INC., FOR JANITORIAL SERVICES FOR CITY MUNICIPAL BUILDINGS AND FACILITIES

BID NO. 010-2511-19/IT

This Limited Term Extension Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Clean Space, Inc., a Florida corporation ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into Contract No. 010-2511-19/IT (the "Agreement") for Janitorial Services for City Municipal Buildings and Facilities (REBID).

B. The Agreement expired on August 28, 2024, and all renewal options for the Agreement between the City and Vendor have been exercised.

C. The City is issuing a procurement solicitation to select a vendor and desires to extend the Term of the Agreement on a limited basis to ensure the City has adequate janitorial services for City municipal buildings and facilities and to provide time for the issuance of a competitive solicitation for a new contract.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Term of the Agreement is hereby extended on a month-to-month basis for an additional six (6) months, expiring upon the earlier of February 28, 2025, or execution of a contract under the City's procurement solicitation.

4. Rates. Effective September 1, 2024, the rates set forth in Exhibit A apply to the Services provided pursuant to the Agreement.

5. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings

concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City with respect to any of the matters covered by the Agreement.

7. The following new sections are added to the Agreement as follows:

(a) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(b) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(c) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(d) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

8. The effective date of this Amendment shall be the date of complete execution by the Parties.

9. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Ty Penserga, Mayor

____ day of _____, 2024

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

CLEAN SPACE, INC.

By_____
Authorized Signer

Matt Givens, CEO
Print Name and Title

24 day of Sept, 2024

SRW
9.23.24

LOCATIONS NAME	CURRENT	NEW MONTH TO MONTH PRICES
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Public Works #1 222 N.E. 9th Ave.	$ 29.66	$ 35.59
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Building 510 NW 14 Av	$ 102.60	$ 123.12
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Fire Station #3 Offices	$ 66.73	$ 80.08
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Fire Station #5 Offices and Community Room Only 2080 High Ridge Road	$ 148.23	$ 177.88
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Mausoleum 1611 S. Seacreast Blvd	$ 74.52	$ 89.42
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Public Works #2 222 N.E. 9th Ave.	$ 23.03	$ 27.64
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Public Works #3 222 N.E. 9th Ave.	$ 11.86	$ 14.23
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Senior Center 1021 S. Federal Hwy.	$ 25.17	$ 30.20
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Wilson Park Denson Pool Bulding - Wilson Park 225 N.W. 12th Ave.	$ 8.08	$ 9.70
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Wilson Park Denson Pool Building 225 N.W. 12th Ave	$ 8.08	$ 9.70
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group A - Wilson Park Sims Center 225 N.W. 12th Ave.	$ 33.53	$ 40.24
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Barton Memorial Restrooms 1110 N.W. 5th Street	$ 4.63	$ 5.56
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Boat Club Park Clubhouse 2010 N. Federal Hwy	$ 37.62	$ 45.14
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Boat Club Park Restroom 2010 N. Federal Hwy.	$ 4.95	$ 5.94
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Boat Club Park Restroom 2010 N. Federal Hwy.	$ 7.46	$ 8.95
0070 - Boynton Beach Congress Tennis Ctr. Pro Shop & Restrooms 3111 S. Congress Ave.	$ 3.09	$ 3.71
0070 - Boynton Beach Congress Tennis Ctr. Pro Shop 3111 S. Congress Ave. - Tennis Park	$ 7.03	$ 8.44
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Ezell Hester Park community 901 N. Seacrest Blvd.	$ 40.59	$ 48.71
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Ezell Hester Park Concession/Press Box 1901 N. Seacrest Blvd.	$ 6.39	$ 7.67
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Ezell Hester Park Office & Restrooms 1901 N. Seacrest Blvd.	$ 3.59	$ 4.31
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Galaxy Park Restroom 461 W. Boynton Bch Blvd.	$ 6.27	$ 7.52
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Intracoastal Park Clubhouse 2240 N. Federal Hwy.	$ 31.10	$ 37.32
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Intracoastal Park Main Pavilion Restrooms 2240 N. Federal Hwy.	$ 11.10	$ 13.32
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Intracoastal Park Main Pavilion Restrooms Single Visit	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Intracoastal Park Main Pavilion - Park Restroom 2240 N. Federal Hwy.	$ 6.33	$ 7.60
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Intracoastal Park Main Pavilion - Park Restroom 2240 N. Federal Hwy. Single visit	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Jaycee Park Restroom 2600 S. Federal Hwy.	$ 2.12	$ 2.54
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Little League	$ 19.44	$ 23.33
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Mangrove Park Restroom 700 N.E. 4th Ave.	$ -	$ -
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Meadows Park Restroom 4305 N. Congress Ave.	$ 6.85	$ 8.22
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park Headquarters 6415 N Ocean Blvd.	$ 6.50	$ 7.80
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park RR - Pavilion/Changing Rooms 6415 N Ocean Blvd.	$ 4.74	$ 5.69
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park RR - Pavilion/Changing Rooms Single visit Afternoon 4:30 PM	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park RR - Pavilion/Changing Rooms Single visit Morning 9:30 AM	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park RR	$ 4.74	$ 5.69
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park Restroom Building Single visit 9:30 AM	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Oceanfront Park Restroom Building Single visit 4:30 PM	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Palmetto Greens Park Restroom 421 N.E. 13th Ave.	$ 3.30	$ 3.96
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Pence Park Restroom 400 S.E. 5th Ave.	$ 7.08	$ 8.50
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Pioneer Canal Park Restroom 848 N.W. 13th Ave.	$ 7.00	$ 8.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Sara Sims	$ 8.64	$ 10.37
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Sara Sims Single visit	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Women Club Single Visit	$ 27.00	$ 32.40
0070 - Boynton Beach Bid No. 010-2511-19/IT - Group B - Marina 511 East Ocean Drive	$ 84.00	$ 100.80

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

CFN 20190059502

OR BK 30428 PG 0796
RECORDED 02/20/2019 15:25:38
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0796 - 799; (4pgs)

This is not a certified copy

security bond associates, inc.

February 20, 2019

Kelly Janitorial Systems Inc.
4805 NW 79th Ave., Suite 05
Doral, FL 33166

RE: Bond #1148965

Enclosed please find one **Duplicate Original** sets of the Performance and Payment Bond on the above captioned matter.

PLEASE NOTE THAT SINCE THESE BONDS ARE REFERRED TO AS "s255.05 FLORIDA STATUTE BONDS," THE LAW REQUIRES THAT THEY MUST BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY WHEREIN THE PROJECT IS LOCATED.

2/21/19

Prior to recording the **Duplicate Original**, please verify that you have properly executed and sealed (if necessary) the bond form. In addition, please confirm that all the information that appears on the "front page" of the bond has been completed and is correct.

IF THERE ARE ANY BLANKS, PLEASE COMPLETE THEM BEFORE RECORDING THE DOCUMENTS. FAILURE TO RECORD THIS DOCUMENT MAY RENDER THIS BOND A COMMON LAW BOND, POSSIBLY EXCUSING CLAIMANTS FROM STATUTORY NOTICES AND THE PROTECTION AFFORDED TO YOU BY THOSE STATUTES. FAILURE TO PROVIDE US WITH A FULLY RECORDED DOCUMENT REFLECTING THE OFFICIAL RECORDS BOOK AND PAGE NUMBER WITHIN 30 DAYS MAY CAUSE ANY FURTHER BOND APPLICATIONS TO BE SUSPENDED PENDING RECEIPT OF A COPY OF THE FILED DOCUMENT.

If you have any questions regarding the law, the address of the Clerk of the County Court where the document is to be filed or any other questions, please call me immediately.

Sincerely,

SECURITY BOND ASSOCIATES, INC.

Odalis Cabrera
OC:bb

10131 SW 40th Street • Miami, Florida 33165-3947 • Phone: (305) 552-5414 / Fax: (305) 226-7876
Website: www.sbai.com • Toll Free (800) 780-5414

DUPLICATE ORIGINAL

This is not a Certified Copy

PUBLIC WORKS BOND

THIS IS THE FRONT PAGE OF THIS PERFORMANCE AND PAYMENT BOND ISSUED IN COMPLIANCE WITH CHAPTER s255.05 FLORIDA STATUTES.

BOND NO.	1148965
CONTRACTOR NAME:	Kelly Janitorial Systems Inc.
CONTRACTOR ADDRESS:	4805 NW 79th Ave., Suite 05 Doral, FL 33166
CONTRACTOR PHONE NO.	(305)456-1864
SURETY COMPANY:	Lexon Insurance Company 12890 Lebanon Road Mt. Juliet, TN 37122
OWNER NAME:	City of Boynton Beach
OWNER ADDRESS:	3301 Quantum Blvd., Suite 101 Boynton Beach, FL 33426
OWNER PHONE NO.	( )
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	City of Boynton Beach
OBLIGEE ADDRESS:	3301 Quantum Blvd., Suite 101 Boynton Beach, FL 33426
OBLIGEE PHONE NO.	( )
BOND AMOUNT:	$50,000.00
CONTRACT NO. (If Applicable)	
DESCRIPTION OF WORK:	Janitorial Services for City Municipal Buildings and Facilities Bid #010-2511-19/IT
PROJECT LOCATION:	
LEGAL DESCRIPTION	

FRONT PAGE

(ALL OTHER BOND PAGES ARE DEEMED SUBSEQUENT TO THIS PAGE REGARDLESS OF ANY PAGE NUMBERS THAT MAY BE PRE-PRINTED THEREON)

DUPLICATE ORIGINAL

PERFORMANCE BOND

BOND NO. 1148965

KNOW ALL MEN BY THESE PRESENTS, that we, Kelly Janitorial Systems Inc., as Principal (hereinafter the "Principal") and Lexon Insurance Company (hereinafter the "Surety"), are held firmly bound unto City of Boynton Beach, as Obligee, (hereinafter the "Obligee"), in penal sum of Fifty Thousand Dollars & 00/100-------- Dollars ($50,000.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, and each of their administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with Obligee, dated _____ for Janitorial Services for City Municipal Buildings and Facilities, Contract No. Bid No. 010-2511-19/IT (hereinafter the "Contract"), which Contract is incorporated herein by reference, and;

NOW, THEREFORE, the conditions of this obligation is such that, if the Principal shall perform and carry out the covenant, terms and conditions of said Contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 03/01/2019 and expiring02/28/2020, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
3. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address as stated in Section 6 below.
4. The Surety will have the right and opportunity, at its option to: a.) cure the default, with consent from Obligee; b.) assume the remainder of the Contract and to perform or sublet same to qualified entity acceptable to Obligee; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5. The Obligee's acceptance of this bond and reliance upon it as security constitutes is acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety: Lexon Insurance Company, 12890 Lebanon Road, Mt. Juliet, TN 37122

The Principal: Kelly Janitorial Systems Inc., 4805 NW 79th Ave., Suite 05, Doral, FL 33166

The Obligee at: City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, FL 33426

SEALED AND DATED THIS 20th DAY OF February, 2019.

Principal: Kelly Janitorial Systems Inc.
By: _____
Title: Vice-President

Surety: Lexon Insurance Company
By: _____
Odalis Cabrera, Attorney-In-Fact

BOND PREMIUM BASED ON FINAL CONTRACT PRICE

DUPLICATE OF

POWER OF ATTORNEY

LX- 9014

Bond #1148965

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil, Odalis Cabrera its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1992 STATE OF TEXAS

BY _____
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 20th Day of February, 2019.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1992 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Public Records Certified Copy

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

December 14, 2022

Matt Giunco
Clean Space, Inc.
(formerly Kelly Janitorial Systems, Inc.)
P.O. Box 670577
Coral Springs, FL 33067

VIA EMAIL TRANSMITTAL TO: mg@cleanspaceonline.com

BID: JANITORIAL SERVICES FOR CITY MUNICIPAL BUILDINGS AND FACILITIES (REBID)

BID No.: 010-2511-19/IT

CURRENT AGREEMENT TERM: *MARCH 1, 2022 – FEBRUARY 28, 2023*

Dear Mr. Giunco:

The current agreement term for "Janitorial Services for City Municipal Buildings and Facilities" expires February 28, 2023.

The contract documents allow for three (3) additional one-year renewals. The City of Boynton Beach would like to renew this contract for its 3rd and last renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services along with the company's update COI via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Mara Frederiksen
Director of Financial Services

Cc: Melvin Stinson, Infrastructure and Maintenance Manager
Adrianna Greco-Arencibia, Assistant to Director - PW

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

December 14, 2022

BID: JANITORIAL SERVICES FOR CITY MUNICIPAL BUILDINGS AND FACILITIES (REBID)

BID No.: 010-2511-19/IT

Agreement between the CITY OF BOYNTON BEACH and CLEAN SPACE, INC. formerly Kelly Janitorial Systems, Inc.

AGREEMENT RENEWAL TERM: ***MARCH 1, 2023 – FEBRUARY 28, 2024***

X Yes, I agree to renew the existing agreement under the same terms, conditions, ~~and pricing~~ for an additional one-year term. ***See attached rate increase of 8% request and backup documentation for the next 12-month term.***

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

CLEAN SPACE, INC.

NAME OF COMPANY

SIGNATURE

MATT GIUNCO

NAME OF REPRESENTATIVE (please print)

OPS MGR

TITLE

02/21/2023

DATE

9548805188

(AREA CODE) TELEPHONE NUMBER

MG@CLEANSPACEONLINE.COM

E-MAIL

The City of Boynton Beach

Boynton Beach, Florida 33435-0310
FAX: (561) 742-6316
Boynton Beach, FL 33435
P.O. Box 310

February 5, 2024

Matt Giunco
Clean Space, Inc.
(formerly Kelly Janitorial Systems, Inc.)
P.O. Box 670577
Coral Springs, FL 33067

VIA EMAIL TRANSMITTAL TO: mg@cleanspaceonline.com

BID: JANITORIAL SERVICES FOR CITY MUNICIPAL BUILDINGS AND FACILITIES (REBID)

BID No.: 010-2511-19/IT

CURRENT AGREEMENT TERM: *MARCH 1, 2023 – FEBRUARY 28, 2024*

Dear Mr. Giunco:

The last renewal period for the current agreement term for "Janitorial Services for City Municipal Buildings and Facilities" expires on February 28, 2024.

The City of Boynton Beach will be issuing a new Invitation for Bid (Bid) solicitation for Janitorial Services for City Municipal Buildings and Facilities as soon as possible; but will not have an awarded vendor before the current agreement expires on February 28, 2024. Per Section – Special Terms and Conditions (Term of Contract) of the bid document. The City would like to reserve the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded with the same terms, conditions, and pricing as the current bid agreement term.

Please indicate your response on the following page and return it to Procurement Services along with the company's update COI via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt

Assistant Purchasing Manager

Cc: Melvin Stinson, Infrastructure and Maintenance Manager
Ydelsi Rodriguez, PW Financial Services Administrator

The City of Boynton Beach

Boynton Beach, FL 33435
P.O. Box 310

February 5, 2024

BID: JANITORIAL SERVICES FOR CITY MUNICIPAL BUILDINGS AND FACILITIES (REBID)

BID No.: 010-2511-19/IT

Agreement between the CITY OF BOYNTON BEACH and CLEAN SPACE, INC. formerly Kelly Janitorial Systems, Inc.

AGREEMENT RENEWAL TERM: ***MARCH 1, 2024 – August 28, 2024***

X Yes, I agree to extend the existing agreement for the extended term, not to exceed six (6) months under the same terms, conditions, and pricing as the current term until the City solicits, evaluates, and/or awards a new contract.

____ No, I do not wish to extend the agreement for the following reason(s) _____

_____

_____

CLEAN SPACE, INC.
NAME OF COMPANY

SIGNATURE

MATT GIUNCO
NAME OF REPRESENTATIVE (please print)

OPS MGR
TITLE

2-5-24
DATE

954 880 5188
(AREA CODE) TELEPHONE NUMBER

mg@cleanspaceonline.com
E-MAIL

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/5/2019

REQUESTED ACTION BY COMMISSION:
Award Bid No. 010-2511-19/IT to the lowest responsive and responsible bidder, Kelly Janitorial Systems, Inc. of Doral, Florida for Janitorial Services for City Municipal Buildings and Facilities in the estimated two-year amount of $406,203.12 plus $80,000 for additional services that may be required for a total estimated two-year amount of $486,203.12. Issuance of purchase order is contingent upon receipt and approval of insurance and applicable payment and performance guarantys and blanket fidelity bonds. The bid allows for three (3), one-year renewals contingent upon mutual approval and determination that renewal is in the City's best interest.

EXPLANATION OF REQUEST:
Initial Bid Period: March 1, 2019 - February 28, 2021

The purpose of this bid is to provide janitorial services for various municipal buildings and facilities.

The City of Boynton Beach has utilized Image Janitorial Services (Image) for the purpose of providing high level custodial services to City municipal buildings and facilities since 2013. The original bid was expected to expire on December 1, 2018.

In order to have a replacement contract in place prior to the expiration of the original bid, on October 11, 2018, the City advertised a new bid for these services. On November 1, 2018, the City opened and evaluated five (5) bids. During the evaluation of the bids submitted, Purchasing became aware of formatting errors and ambiguities in the electronic price sheet and, determined that in the interest of fairness to all bidders, it would be in the City's best interest to reject all bids submitted, revise the bid sheet and resolicit the bid. Per the City's request, Image agreed to extend the prices, terms and conditions of their bid for a period not to exceed six months so that staff may resolicit and award a replacement bid. At the meeting of November 20, 2018, City Commission approved this interim bid.

On December 6, 2018, the City advertised Bid No. 010-2511-19/IT for Janitorial Services for City Municipal Buildings and Facilities (Re-Bid) and on January 8, 2019, Purchasing Services opened a total of nine (9) submittals to this Bid. The low bid submitted by Kelly Janitorial Systems, Inc. was determined to be responsive and responsible to the bid requirements. City staff have verified references and have conducted a site visit with the low bidder and concur with the recommendation for award.

City staff will work closely with the incumbent and with Kelly Janitorial to ensure a smooth transition and a continuity of services.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this bid is to secure the best, most economical janitorial services vendor to clean all City facilities excluding the Golf Course and Utilities. The Golf Course and Utilities administer separate contracts for these services.

FISCAL IMPACT: Budgeted
Funding has been budgeted in Facilities Management Account No. 001-211-519-34.10 and Museum Account No. 001-2612-571-34.10 for FY 19/20.

Previous Years Expenditures:

FY 18/19 - $42,347.00 as of January 22, 2019
FY 17/18 - $268,000.00
FY 16/17 - $230,047.00

ALTERNATIVES:
Reject all bids received. Resolicit the requirement. Require staff to perform these services in-house.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Tab Sheets	Tabulation Sheet - Pricing
🗋	Attachment	Submittal- Kelly Janitorial Services
🗋	Tab Sheets	Tabulation Sheet - Vendor Info
🗋	Bid	Advertised Bid - Janitorial Services (Rebid)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

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 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 Wilson, Washburn & Forster Insurance 16505 NW 13th Ave Miami FL 33169	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 305-666-6636 **FAX (A/C, No):** 305-662-7778 **E-MAIL ADDRESS:** acsr@wwfins.com
INSURED CLEASPA-01 Clean Space Inc. 3764 NW 124th Avenue Coral Springs FL 33065	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Indemnity Co of America — 25615 **INSURER B :** Travelers Prop Cas Comp of Am — 25674 **INSURER C :** The Travelers Indemnity Co. — 25658 **INSURER D :** The Phoenix Insurance Company — 25623 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1353910449 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		P-660-2T107985-TIA-24	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			BA3W167817	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EX2T108171	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-2T107844-24-43-V	6/1/2024	6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Benefits Liability - Retro Date: 06/01/2018			P-660-2T107985-TIA-24	6/1/2024	6/1/2025	Each Employee Aggregate	1,000,000 2,000,000

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

Umbrella/Excess Liability does not go over Auto Liability

Policy: Crime
Carrier: Atlantic Specialty Co
Policy Number: MML-000422-0624
Eff: 6/1/24-6/1/25
Limit: $1,000,000 / Deductible:$10,000

See Attached...

CERTIFICATE HOLDER

City of Boynton Beach
P.O. Box 310
Boynton Beach FL 33425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: CLEASPA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Wilson, Washburn & Forster Insurance	Clean Space Inc. 3764 NW 124th Avenue Coral Springs FL 33065
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Boynton Beach, its officers, employees, and agents are included as additional insured where required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-229- Approve the renewal of General and Excess Liability coverage with Evanston Insurance Company for leased property at Mangrove Park.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-229.

Explanation of Request: This will renew insurance coverage with Evanston Insurance Company. On June 26, 1992, Resolution No. R92-83, the City of Boynton Beach entered into a lease agreement for the purpose of a passive park. The lease agreement requires the City to maintain liability insurance. On June 18, 2024, the Commission approved Resolution No. R24-121 extending the agreement until December 31, 2025. The renewal of the liability policies will allow the City to comply with this agreement.

How will this affect city programs or services? Approval of this item will allow the City to continue coverage for another policy year.

Fiscal Impact: The cost of the policy renewal has increased $625 from the prior policy year. The total cost is $4,425.

Attachments:
R24-229 Agenda_Item_2183-2023_Resolution_for_Mangrove_Park_Evanston_Insurance.docx
Exhibit A to Resolution - 2024-09-11 - Mangrove Park - GL & Excess Evaluation.pdf
R24-121.pdf

RESOLUTION NO. R24-229

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RENEWAL OF GENERAL AND EXCESS LIABILITY INSURANCE COVERAGE WITH EVANSTON INSURANCE COMPANY FOR LEASED PROPERTY AT MANGROVE PARK; AND FOR ALL OTHER PURPOSES.

WHEREAS, On June 26, 1992, the City of Boynton Beach entered into a Lease Agreement to create a passive park, approved by Resolution No. R92-83. The Lease Agreement requires the City to maintain liability insurance; and

WHEREAS, On June 18, 2024, Commission approved Resolution No. R24-121 approving an Amendment to extend the Agreement until December 31, 2025; and

WHEREAS, the City desires to renew the insurance coverage with Evanston Insurance Company to remain in compliance with the lease agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the renewal of General and Excess Liability insurance coverage with Evanston Insurance Company for leased property at Mangrove Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the renewal of General and Excess Liability insurance coverage with Evanston Insurance Company for leased property at Mangrove Park as further detailed in “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[signatures on following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach

Mangrove Park General & Excess Liability Insurance Evaluation

2024-2025 Renewal Evaluation

		Current			Renewal		
		2023-2024			2024-2025		
Coverage Type	**Carrier**	**Deductible**	**Liability Limits**	**Premium**	**Deductible**	**Liability Limits**	**Premium**
General Liability	Evanston	$0	$1,000,000/ $2,000,000	**$2,200**	$0	$1,000,000/ $2,000,000	**$2,775**
Personal & Advertising Liability		$0	$1,000,000	Included	$0	$1,000,000	Included
Excess Liability	Evanston	$0	$2,000,000/ $2,000,000	**$1,600**	$0	$2,000,000/ $2,000,000	**$1,650**
Annual Premium				**$3,800**			**$4,425**
$ Increase/Decrease				**N/A**			**$625**
% Increase/Decrease				**N/A**			**16.4%**

Includes Additional Insured Endorsement for $100.00
TRIA Excluded

RESOLUTION NO. R24-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A LEASE AMENDMENT TO THE LEASE BETWEEN THE MOST REVEREND GERALD M. BARBARITO, D.D., J.C.L., AS BISHOP OF THE DIOCESE OF PALM BEACH COUNTY, HIS SUCCESSORS IN OFFICE AND ASSIGNS FOREVER, A CORPORATION SOLE, AND THE CITY OF BOYNTON BEACH EXTENDING THE CURRENT LEASE UNTIL DECEMBER 31, 2025; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH ONE OF THE CITY'S GENERAL ENGINEERING CONSULTANTS IN AN AMOUNT NO TO EXCEED $100,000 FOR COMPLETION OF THE ENGINEERING AND PERMITTING SERVICES AS CONTEMPLATED IN THE AMENDMENT; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the Diocese of Palm Beach County, His Successors in Office and Assigns Forever ("Landlord"), and the City of Boynton Beach ("Tenant"), entered into a Lease Agreement on June 26, 1992, for a term beginning on July 1, 1992, and terminating on June 30, 2019, for the purpose of creating a passive park for use by the public, approved by Resolution No. R92-83 on May 19, 1992; and

WHEREAS, since July 1, 2019, the Lease Agreement has continued month to month until the date of this Amendment; and

WHEREAS, Landlord and Tenant wish to amend the Lease Agreement to extend its term until December 31, 2025, to allow Tenant time to restore the premises and to surrender it to Landlord in substantially similar condition and repair as received, excepting ordinary wear and tear; and

WHEREAS, the City Commission, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City to approve a Lease Amendment to the Lease between the Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the Diocese of Palm Beach County, His Successors in Office and Assigns Forever, a Corporation Sole, and the City of Boynton Beach extending the current Lease until December 31, 2025. Further, the City Commission desires to approve an expenditure not to exceed $100,000 to complete the engineering and permitting work required by the Lease Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Lease Amendment, between the Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the Diocese of Palm Beach County, His Successors in Office and Assigns Forever, a Corporation Sole and the City extending the current Lease until December 31, 2025 (the "Amendment"), in form and substance similar to that attached as **"Exhibit A"**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to execute a Task Order with one of the City's General Engineering Consultants in an amount not to exceed $100,000 for engineering, permitting and such other services as contemplated in the Amendment.

SECTION 5. One fully-executed original of the Amendment shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed Amendment shall be provided to Gail Mootz to forward to the Landlord.

SECTION 6. This Resolution shall take effect in accordance with law.

[signatures on following page]

PASSED AND ADOPTED this 18th day of June 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	Absent	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

LEASE AMENDMENT

This **LEASE AMENDMENT** (hereinafter referred to as "Amendment") entered into this 18th day of June, 2024, by and between **THE MOST REVERAND GERALD M. BARBARITO, D.D., J.C.L., AS BISHOP OF THE DIOCESE OF PALM BEACH, HIS SUCCESSORS IN OFFICE AND ASSIGNS FOREVER, A CORORATION SOLE,** hereinafter referred to as the "Landlord" and the **CITY OF BOYNTON BEACH, FLORIDA,** a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Tenant" (each a "Party" and collectively the "Parties").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on June 26, 1992, for a term beginning on July 1, 1992, and terminating on June 30, 2019, for the purpose of creating a passive park for use by the public, a copy of said Lease Agreement is attached hereto as **Exhibit "A"**; and

WHEREAS, since July 1, 2019, the Lease Agreement has continued month to month until the date of this Amendment; and

WHEREAS, Landlord and Tenant wish to amend the Lease Agreement to extend its term until December 31, 2025, to allow Tenant time to restore the premises and to surrender it to Landlord in substantially similar condition and repair as received, excepting ordinary wear and tear; and

WHEREAS, all recitals, terms and conditions of that certain Lease Agreement shall be incorporated herein by reference; and except as modified herein, shall remain in full force and effect.

NOW, THEREFORE, in consideration of the covenants herein contained by reference, on the part of Tenant to be kept and performed, the parties hereby agree to amend the Lease Agreement as follows:

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

Section 2. The Lease Agreement is hereby extended until midnight on December 31, 2025. The Agreement may be extended for six (6) months upon written consent of both parties and written proof that the Tenant is acting in good faith in applying for permits or performing the planned removal work, if necessary to complete the restoration of the Premises as contemplated herein. The City Manager has the authority to execute any extensions on behalf of Tenant.

Section 3. Section 10 of the Lease Agreement is hereby amended by adding a new section 10(f) to state:

10 (f). Nothing herein shall be construed or interpreted as a waiver of Tenant's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes.

Section 4. Tenant agrees, consistent with section 17 of the Lease Agreement, to remove at Tenant's sole cost and expense a boardwalk, pilings, restrooms and any other fixtures, improvements or equipment (collectively "personal property") installed by Tenant on the Leased Premises unless: (1) Landlord directs, within thirty (30) days after being advised of the personal property's or any portion of the personal property's scheduled removal, that it wishes to take ownership of the personal property (or any portion thereof). In such event, the personal property (or portion thereof) shall remain and shall become the property of Landlord, and Tenant shall have no further responsibility for the personal property (or portion thereof), or (2) A state or federal regulatory agency (e.g., the Florida Department of Environmental Protection, the Army Corp of Engineers, etc.) advises the Parties in writing that any portion of the personal property shall not be removed ("Agency Determination"). Tenant shall notify Landlord of any Agency Determination so that Landlord may legally challenge, including any available appeals, the Agency Determination. In the event that Landlord is successful in challenging the Agency Determination, then Tenant shall be liable for Landlord's attorney's fees and/or costs up to $5,000.00. Landlord shall submit invoices detailing the attorney's fee and costs, and Tenant shall pay same within thirty (30) days of submission after review and approval by the City of Boynton Beach's City Attorney.

Both parties agree that the Agency Determination, after exhaustion of available appeals if any, shall be final, and the parties agree to be bound by the Agency Determination.

Section 5. Landlord agrees to assist Tenant as necessary in applying for any local, state, and federal permits to remove the personal property as required, from the mangroves or other areas on the Premises. Landlord will either jointly apply for the permits with Tenant, provide a blanket authorization letter to enable Tenant to apply for permits on its behalf, or designate a representative to execute each permit as required within ten (10) days after Tenant's request to Landlord.

Tenant agrees to pay for all permit applications and shall, at least ten (10) working days prior to submittal to the appropriate agency, provide Landlord with a copy of the relevant permit application. Landlord, through its representative or consultant engineer, shall provide any proposed changes to the application within five (5) days of receipt of the application from Tenant. The Parties agree to work collaboratively and in good faith in finalizing any application(s) to submit to the appropriate agency.

Section 6. Section 23 of the Lease Agreement is hereby amended by adding a new subsection (n) to state:

23 (n). The venue for any action to construe, or arising out of, the Lease Agreement or this Amendment shall be exclusively in Palm Beach County, Florida.

Section 7. In exchange for strict compliance with the terms of this First Amendment, each Party waives any claims or disputes against the other with respect to any of the matters covered by the Agreement. However, in the event of a material breach of this First Amendment, then the waiver is void.

Section 8. Except as modified herein, all recitals, terms and conditions of that certain Lease Agreement shall remain in full force and effect. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Amendment have set their hands and seals on the day and date first written above.

ATTEST:

BY: _____
Maylee DeJesus
City Clerk

Witness
Tammy L. Stanzione
Print/Type Witness Name

Witness
Melissa Clavel
Print/Type Witness Name

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

TENANT
CITY OF BOYNTON BEACH:

BY: _____
Ty Penserga
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Shawna Lamb
City Attorney

DATE: 6/18/2024

LANDLORD:

BY: _____
Gerald M. Barbarito, D.D., J.C.L.,
Bishop

Witness
Antoinette M. Russell
Print/Type Witness Name

Witness
MERKE BARONI
Print/Type Witness Name

RESOLUTION NO. R92- 83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A LEASE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE DIOCESE OF PALM BEACH FOR THE MANGROVE PROPERTY ADJACENT TO ST. MARKS CHURCH; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT FOR THE MANGROVE PROPERTY ONCE THE SAME IS FINALIZED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City to execute a Lease Agreement with the Diocese of Palm Beach for the mangrove property adjacent to St. Mark's Church.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The City Commission of the City of Boynton Beach, Florida authorizes and directs the City Manager and City Attorney to negotiate a Lease Agreement with the Diocese of Palm Beach for the mangrove property adjacent to St. Mark's Church in downtown Boynton Beach.

Section 2. Authorizing the Mayor and City Clerk to execute the Lease Agreement for the mangrove property once the same is finalized.

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

PASSED AND ADOPTED this 19 day of May, 1992.

CITY OF BOYNTON BEACH, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

City Clerk (Deputy)

(Corporate Seal)

Mangrove.Res
5/14/92

RES. 92-83

LEASE

THIS LEASE, made and entered into this 24 day of June, 1992, by and between J. KEITH SYMONS, AS BISHOP OF THE DIOCESE OF PALM BEACH, HIS SUCCESSORS IN OFFICE AND ASSIGNS FOREVER, A CORPORATION SOLE, hereinafter referred to as the "Landlord", and the CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation organized and existing under the laws of Florida, hereinafter referred to as the "Tenant".

WITNESSETH:

1. The Landlord does hereby lease and demise unto the said Tenant the following described property, lying and being in Palm Beach County, Florida, to-wit:

> See Legal Description attached hereto and made a part hereof as Exhibit "A",

hereinafter referred to as the "Leased Premises", "Demised Premises" or "Premises".

2. The term of this Lease shall begin July 1, 1992, and shall terminate on June 30, 2019. Tenant may not take possession until such time as Tenant procures the liability insurance hereinafter provided for.

3. Tenant agrees to pay and Landlord agrees to accept a rental Ten and No/100 Dollars ($10.00) per year, payable in advance, commencing on July 1, 1992, and on a like day of each year thereafter, and shall be payable to THE DIOCESE OF PALM BEACH. Tenant shall also pay, with each installment, all applicable tax thereon. The covenant to pay rent shall be an independent covenant.

4. In order to insure the Landlord's opportunity for obtaining an tax exemption, the Tenant agrees to notify the Landlord on or before November 10th (or whatever date, from time to time, is fifty (50) days preceding the date for the determination of a tax exempt use for the following year) of the year if Tenant will be unable to begin activities, on the Leased Premises, which would make the property tax exempt prior to January 1st (or such other date as may be set by law from time to

time for determining tax exempt status) of each year. Upon such notification, the Landlord shall then have the option of terminating this Lease. In the event the Lease is so terminated, a pro-rata amount of the rental will be refunded to the Tenant, as of the date of termination.

5. Tenant may not assign this Lease nor sublease any part or all of the Leased Premises without the written consent of the Landlord, which consent may be unreasonably and arbitrarily withheld.

6. Tenant hereby agrees to cooperate with Landlord in Landlord's attempt to obtain a tax exemption on the Leased Premises. Tenant agrees to execute Affidavits as to the status of the tax exempt activities. Tenant further agrees to attend the tax exemption hearing with the Landlord, upon Landlord's request. In the event the activities of the Tenant cause the property to lose its tax exempt status, then Tenant shall pay the entire amount of taxes levied on the Premises and upon Landlord's adjoining property if it too is placed on the tax roll as a result of Tenant's activities or inaction.

7. Tenant hereby agrees and covenants as follows:

(a) To use the Leased Premises only for passive park purposes as further described in Paragraph 34 and not to use the Leased Premises for any illegal purpose.

(b) To comply with all governmental laws and ordinances regarding the park activities.

(c) To not excavate or remove or permit to be excavated or removed any soil or rock from the leased Premises except as shown on plans previously approved by Landlord.

(d) To peacefully vacate the property at the termination of the Lease and to leave such improvements intact as Landlord may select.

(e) To protect the lands against trespass insofar as Tenant is reasonably able to do so.

(f) To not allow any mechanics' liens to be filed against the property and if any are so filed as a result of Tenant's actions, Tenant agrees to promptly discharge the same.

8. Landlord or its agents shall have the right to enter onto the property at any reasonable time to view the premises. Landlord shall, however, exercise this right in such a way as not to unreasonably interfere with the operations of Tenant.

9. Insurance - General (a) All insurance called for under this lease shall be written by companies with not less than an A rating by Alfred M. Best and Company. The insurance company must be qualified to do business in Florida.

(b) The insurance coverage must be provided prior to Tenant's taking possession of the Premises or the beginning of the lease term whichever event is earlier.

(c) Each policy shall name the Landlord as a named insured under the policy, shall contain a waiver of the right of subrogation against Landlord, shall have a maximum deductible of One Thousand ($1,000.00), shall provide a minimum of thirty (30) days advance notice be given to Landlord before the policy can be cancelled or amended and shall provide that Landlord be given not less than thirty days notice if the policy will not be renewed.

(d) The form of the policies must be satisfactory to Landlord. The Tenant shall comply with all the regulations imposed by the insurance company.

(e) Originals of the policies together with proof of payment of the premiums therefor shall be delivered initially ten days prior to the Tenant's occupancy or the commencement of the lease term, whichever is the earlier event. Thereafter these documents shall be delivered to Landlord thirty days prior to the expiration of any existing policy.

(f) Any notices to be given under the provision of the Insurance - General section must be given to Landlord by properly addressed certified or registered mail, postage prepaid.

(g) If Tenant fails to provide the insurance called for under this lease in a timely fashion, Landlord may, at

Landlord's option, obtain the required insurance and any sums expended in this respect shall be immediately due and payable as additional rent and shall bear interest at the highest rate permissible under the laws of Florida.

(h) Failure to timely deliver the insurance required hereunder shall be deemed to be an event of default.

(i) All policies shall be written as primary, and not contributing with or in excess of the coverage which Landlord as named insureds, their agents, servants and employees may carry.

(j) Landlord shall not be responsible or liable to Tenant for any loss or damage caused by the acts or omissions of any persons occupying any space adjacent to or adjoining the Premises.

(k) Landlord shall not be required to give notice of accidents or claims.

(l) Landlord shall not be liable for any premiums due for insurance.

10. (a) As used herein and in Section 9 and Section 11, "Claims" means any claims, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgments, and executions.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord, and any Mortgagee, from and against all Claims, which either (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Premises or any portion thereof; (ii) arise from or are in connection with any act or commission of Tenant or Tenant's Agents; (iii) result from any default, breach, violation or non-performance of this Lease or any provision of this Lease by Tenant; or (iv) result in injury to person or property or loss of life sustained on the Demised Premises.

(c) Tenant shall defend any Claims against Landlord, any Mortgagee with respect to the foregoing or in which they may be impleaded. Tenant shall pay, satisfy and discharge any

judgments, orders and decrees which may be recovered against Landlord, or any Mortgagee, in connection with the foregoing.

(d) TENANT WAIVES ALL RIGHTS TO RECOVER FROM LANDLORD FOR ANY DAMAGES CAUSED BY NEGLIGENCE OF LANDLORD, ITS AGENTS OR EMPLOYEES.

(e) The Tenant shall provide a contractual liability endorsement to Tenant's liability insurance.

11. (a) Tenant shall provide and maintain a comprehensive, all-risk, policy of liability insurance with respect to the Premises. The liability insurance policy shall protect Landlord, Tenant and any designee of Landlord against any liability which arises from any occurrence on or about the Premises or any appurtenance of the Premises, the sidewalks and alleyways adjacent thereto or which arises from any of the Claims indicated in Section 10 against which Tenant is required to indemnify Landlord.

(b) The coverage limits of the policy shall be at least $3,000,000.00 with respect to any one person, at least $3,000,000.00 with respect to any one accident, and at least $100,000.00 with respect to property damage.

(c) If it becomes customary for a significant number of tenants in the area to be required to provide liability insurance policies to their landlords with coverage limits higher than the foregoing limits, within thirty days after Landlord's request therefor Tenant shall provide Landlord with an insurance policy whose limits are not less than the then customary limits. The foregoing requirement shall be applicable only once during each five years during the Term.

12. In the event that the entire Premises shall be taken under any condemnation or eminent domain proceedings or by private purchase under threat of condemnation during the term hereof, or in the event any portion of the Property shall be taken in any such proceedings and the remaining portion shall not be suitable or adequate for the uses and purposes for which the Property is being utilized by Tenant, then, and in any such

event, this lease shall terminate on the date of such taking, and any rental payment paid in advance shall be apportioned and promptly refunded to Tenant.

If a portion of the Property shall be taken under any condemnation or eminent domain proceedings or by private purchase under threat of condemnation during the term hereof, and the remaining portion of the Property not taken or condemned shall be suitable and adequate for the uses and purposes of Tenant, permitted by this lease, then, in such event, this agreement shall be and remain unaffected by such condemnation or eminent domain proceedings as to such remaining property unaffected by such proceeding, except that, effective as of the date of such taking, the rental shall be diminished by an amount representing the part of the rental applicable to that portion, if any, of the Property which is so condemned or taken.

All compensation awarded or paid upon a total or partial taking of the Property, including the value of the leasehold estate created hereby, shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant, at Tenant's sole cost and expense, from independently prosecuting any claim directly against the condemning authority for loss of business, and/or depreciation to, damage to, and/or cost of removal of and/or for the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or other awards of any and all grounds and underlying landlords or mortgagees.

13. Tenant represents warrants and covenants that Tenant has not used nor will it use Hazardous Materials (as defined hereinafter) on, from, or affecting the Leased Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the

best of Tenant's knowledge, no prior owner of the Leased Premises or any Tenant, Subtenant, prior Tenant or prior Subtenant have used Hazardous Materials on, from or affecting the Leased Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Tenant shall keep or cause the Leased Premises to be kept free of Hazardous Materials. Without limiting the foregoing, Tenant shall not cause or permit the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws or regulations, nor shall Tenant cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or Subtenant, a release of Hazardous materials onto the Leased Premises or onto any other property. Tenant shall comply with and ensure compliance by any Subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and ensure that any Subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. Tenant shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Leased Premises (i) in ordinances, rules, regulations, and policies, (ii) to the satisfaction of Landlord, and (iii) in accordance with the orders and directives of all federal, state, and local governmental authorities, and (b) defend, indemnify, and hold harmless Landlord, its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal,

release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, and/or (iv) any violation of laws, orders, regulations requirements, or demands of government authorities, or any policies or requirements of Landlord, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. At the end of the term of this Lease, Tenant shall deliver the Lease Premises to Landlord free of any and all Hazardous Materials so that the condition of the Leased Premises shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Leased Premises. For purposes of this Paragraph 13, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, corrosive or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability act of 1980, as amended (42 U.S.C Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.S. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other Federal, state or local environmental law, ordinance, rule, or regulation. The provisions of this Paragraph 13 shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law, and shall survive the transactions contemplated herein.

14. Tenant covenants and agrees that it will utilize the Leased Premises in a careful, safe and proper manner and will

comply, at its expense, with all laws, ordinances, regulations and orders of proper public officers insofar as such matters affect the use and maintenance thereof, provided, however, that the Tenant may (but shall not be obligated to) in its own or Landlord's name, in good faith, contest any such order, regulation, ordinance or law, and during the period of such contest Tenant shall not be deemed to be in default hereunder so long as Landlord shall be held harmless from any loss, expense, or penalty resulting therefrom.

15. At the expiration of this lease, Tenant agrees to deliver up and surrender to Landlord the possession of the leased premises in as good condition and repair as received, excepting ordinary wear and tear.

16. If Tenant shall remain in possession of all or any part of the Leased premises after the expiration of this Lease, the Tenant shall be deemed a Tenant from month to month at a rental fee of double the then reasonable market value monthly rental and subject to all of the terms and provisions hereof, except only as to the term of this Lease.

17. Tenant shall, at all times and upon termination or expiration of this Lease, have the duty to remove all trade fixtures, machinery, equipment, appurtenances and personal property heretofore or hereafter owned and/or installed by Tenant as Landlord may direct. Such property as Landlord shall direct to be left shall become the property of the Landlord. Tenant shall repair any damage done to the Leased Premises caused by such removal.

18. If Landlord is involuntarily made a party defendant to any litigation concerning the lease, or the Demised Premises, or the premises of which the Demised Premises form a part, by reason of any act or omission of Tenant, then Tenant shall save and hold harmless Landlord from all liabilities by reason thereof, including reasonable attorney's fees and all court costs incurred by Landlord in such litigation. In case Landlord engages an attorney to enforce the terms hereof or brings an action against

Tenant to enforce any of the terms hereof, or commences a summary proceeding for the forfeiture of this Lease or the possession of said Premises, or either of them, and Landlord shall prevail in whole or in part in such endeavor, Tenant agrees to pay to Landlord all such attorney's fees, expenses, and court costs. The right of such attorney's fees and expenses shall be deemed to have accrued on the commencement of such endeavor, and shall be enforceable whether or not such action is prosecuted to final judgment, and such fees and costs shall be paid forthwith or included in the judgment.

19. Tenant agrees to observe, comply with and obey promptly, at its expense, during the term thereof, all laws, rules, requirements, order, directions, ordinances, and regulations of any and all governmental authorities or agencies and of all municipalities, departments, bureaus, boards and officials governing its use or occupancy of the demised premises.

20. Landlord reserves the right to enter the Premises or any part thereof at reasonable hours to exhibit the Premises to prospective purchasers or others; to display during the last ninety days of the term, without hindrance or molestation by Tenant, "For Rent" signs and similar signs in appropriate places in or on the Premises; to perform any acts related to the safety, protection, preservation, reletting, sale or improvements of the Premises; and, during the last one hundred and twenty (120) days of the term or any part thereof, if during or prior to that time, Tenant vacates the premises, to enter and repair, alter or otherwise prepare the Premises for occupancy. The exercise of any of these reserved rights by Landlord shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall never render Landlord liable in any manner to Tenant or to any other person. Landlord further reserves, during the last one hundred and twenty (120) days of the term, the right to grant prospective purchasers the right to go upon the Leased Premises to perform such surveys, soil tests, topographical studies and other inspections of the property that said purchaser

may desire. Tenant hereby waives all rights to recover for damages done to the Leased Premises, personal property, improvements, fixtures and without limitation, any other damages or liability arising from said actions against Landlord and against the prospective purchasers, their agents or employees.

21. This lease is subordinate to any mortgage or deed of trust affecting the Leased Premises. Tenant shall execute such other and further documents as are requested to implement this subordination and does hereby constitute Landlord its attorney-in-fact to sign said document. So long as Tenant continues to pay the rent in this Lease reserved and no other default exists hereunder, the holder or any mortgage or deed of trust affecting the Leased Premises shall not have the right to interfere with the possession of Tenant in any other manner whatsoever, so that Tenant's rights and possession shall not be disturbed hereunder by any such foreclosure or by any person claiming under or through the Landlord by similar conveyance.

22. (a) The demised premises shall not be used for the storage of any products whatsoever which will produce excessive smoke, odors, or fumes, nor for the storage or dumping of toxic, corrosive or deleterious material, including, but not limited to, gasoline, fuel oil, pesticides or waste material.

(b) No area shall be used or maintained as a dumping ground for rubbish or junk. Trash or garbage shall not be kept, except on a temporary basis, in sanitary containers. All equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.

(c) The Premises shall be kept in a neat and well ordered condition at all times.

(d) Upon failure of any occupant, tenant, sub-tenant, licensee, assignee or other person or entity to comply with the remedy the default by any means, including by going upon the land and remedying the default and the cost of same shall be a lien upon the interest of the defaulting party.

23. (a) Time is of the essence in every particular of this lease agreement, in respect to the promises, covenants and agreements, terms and conditions of either Landlord or Tenant, and particularly shall time be of the essence where the obligation is that to pay money, rents, required tax payments, and insurance payments. Where under the terms of this Lease it is incumbent upon either side to do or perform an act, such act shall be done and performed promptly, the parties intending that each side will be liable to the other for any damage caused by the unreasonable delay of such party in doing or performing such an act.

(b) All references herein to the Landlord and Tenant mean the persons who, from time to time, occupy the positions respectively of the Landlord and Tenant, although this shall not be construed as relieving any person, firm or corporation of any liability incurred by him, her or it, by reason of or in connection with his, her or its having been Landlord or Tenant at one time or another. . The amount of documentary stamps (or similar tax hereafter imposed) to be affixed to this Lease, if any, shall be borne by the Tenant.

(c) Nothing contained herein shall be deemed or construed by the parties hereto, nor any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rents, nor any other provisions contained herein, nor any acts of the parties therein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Tenant specifically and definitely acknowledges that all statutory proceedings provided by the laws of the State of Florida regulating the relationship of Landlord and Tenant and remedies accruing to the Landlord upon the default of the Tenant, respecting collection of the rent or repossession of Demised premises, shall, at the option of the Landlord, accrue to the

Landlord, who shall have the benefit of any and all such laws and statutes.

(d) Landlord and Tenant intend, understand, and agree that the various rights, powers, options, elections, privileges and remedies of the Landlord, set forth in this agreement, or otherwise, shall be construed as cumulative, and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law, except as herein otherwise provided.

(e) Both parties intend, understand and agree that default and grace periods referred to in this Lease agreement shall be deemed to run concurrently and not consecutively.

(f) All covenants, promises, conditions and obligations herein contained or implied by law, are covenants running with the land, and shall attach to the land and be binding upon the heirs, executors, administrators, successors, legal representatives and assigns, of each of the parties to this Lease.

(g) It is further understood and agreed that no modifications, releases, discharges, or waivers, of any provisions hereof shall be of any force, value and/or effect unless in writing, signed by the Landlord or its duly authorized agent.

(h) Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(i) The parties hereto agree that this Lease represents the entire agreement between the parties hereto and that there are no collateral agreements or understandings. Tenant agrees that it is not relying on any representations or agreements other than those contained in this lease.

(j) This agreement is made in and is to be performed in the State of Florida, and is to be governed by the laws of the State of Florida.

(k) This agreement may be executed in as many counterparts as may be necessary, each one of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

(l) The Parties agree that this transaction is a valid and bona fide lease and shall be treated by both Landlord and Tenant as such in their income taxes.

(m) This lease shall not be recorded.

24. All sums due hereunder shall bear interest at the rate of 18% per annum after maturity.

25. Landlord shall attempt to collect and remit to the taxing agency the correct amount of tax due on the rentals paid hereunder, but should there subsequently found to be due additional sums, Tenant will promptly remit said sums together with any interest and penalty thereon.

26. It is expressly and specifically covenanted and agreed that if the Tenant shall fail to pay the rent herein reserved or any obligations herein provided to be paid as additional rent upon the day the same become due and payable and such default shall continue for thirty (30) days, then the entire unpaid balance of the basic rentals and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Landlord, immediately become due and payable.

27. Tenant covenants and agrees that in the event of the waiver at any time by the Landlord of any particular covenant or condition of this Lease, said waiver shall extend to the particular condition of this Lease, said waiver shall extend to the particular case only for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

28. Tenant agrees to pay for all utilities, such as water, gas, and electricity and sewage service charges and any extension of such utilities, if any is required, that may be levied against

the Leased Premises during the term hereof, it being the intent that the rental be net to the Landlord.

29. If Tenant shall be declared bankrupt or become insolvent according to law, or if a receiver or other officer shall be appointed to take charge of the whole or a substantial part of its property for the purposes of winding up the affairs of Tenant, and such proceedings be not released within sixty (60) days thereafter, then this Lease shall thereupon, at Landlord's option, terminate, and upon such termination, there shall become due and payable to Landlord as liquidated damages for breach of this lease by Tenant all rent and other obligations herein required to be paid by Tenant accrued to the date of such termination.

30. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided and if such default continues for a period of ten (10) days after written notice by Landlord to Tenant, or if material default shall be made in any of the other covenants, provisions, and conditions to be kept, observed and performed by Tenant under this Leas, and if within thirty (30) days after written notice of such other material default by Landlord to Tenant, Tenant shall not have corrected said default, then Landlord may, in addition to all other remedies now or hereafter provided by law, at any time thereafter prior to the curing of such default, at Landlord's option, terminate Tenant's right to possession or declare the term of this Lease ended by giving Tenant written notice of such termination. Landlord may also at its option, instead of forfeiting and cancelling this Lease, take possession of said Leased Premises and relet the same for the remainder of the term hereof for the highest rental then reasonably obtainable, the Landlord reserving the right to make such rental concessions and remodeling, at Tenant's expense as it deems necessary, and Tenant shall be liable to Landlord for the amount of rent reserved hereunder for the remainder of the term plus the amount of other charges which Tenant has herein contracted for

and agreed to pay, do, and perform, and the reasonable cost of obtaining possession of the Leased Premises and of any repair or alterations necessary to prepare the same for reletting. Further, tenant shall be responsible for an expenses incurred for the reletting of the premises, including, but not limited to, brokerage and legal fees. It is understood that Landlord's remedies under this Lease are cumulative and the exercise of one remedy does not preclude the exercise of the other remedies.

In case of termination of this lease under this paragraph, Tenant hereby grants to Landlord the full and free license to enter into and upon the Leased Premises and to expel or remove any and all property therefrom and to dispose of in any manner without being deemed in any manner guilty of trespassing, conversion, eviction, forcible entry or detainer.

31. If default shall be made by Tenant in the performance of or other compliance with any covenant, provision or condition of this Lease, other than the payment of rent, and said default shall have continued for either thirty (30) days after written notice thereof from Landlord to Tenant or the time for performance has arrived. Landlord, in addition to other remedies now or hereafter provided by law, may at its election, perform such proviso, covenant or condition for or on behalf of Tenant, or make good on such default, and Tenant agrees to repay to Landlord immediately any amounts which Landlord may advance pursuant hereto and which shall be deemed additional rent due hereunder. Landlord may enter the Leased premises at reasonable times during business hours to inspect the premises or other property belonging to Landlord provided that such activities shall be done without unreasonable interference to Tenant's business or mode of operations.

32. Additional Conditions:

(a) The property is leased subject to all matters of record or hereafter filed of record.

(b) The Landlord reserves the right at any time to grant, impose or create new easements and rights of way on the land.

(c) The Landlord reserves the right of access for vehicular and pedestrian across the land for himself and others.

(d) Tenant shall maintain the property in a neat and clean condition and will take such steps with respect to the upkeep and landscaping as Landlord may reasonably direct.

(e) The property is taken "as is" and Tenant has had an opportunity to inspect the physical condition of the property. Landlord makes no representation as to the suitability of the property for Tenant's uses nor does Landlord represent that the proposed use complies with the restrictions and limitations, laws, rules, regulations, ordinance,s public or private affecting and governing the land.

(f) No signs are permitted on the property without prior written consent of Landlord.

33. Any notice to Landlord shall be delivered to: Diocese of Palm Beach, 9995 N. Military Trial, Palm Beach Gardens, FL 33418, Attn: Real Estate Department, with a copy to Edward D. Lewis, Alley, Maass, P.O. Box 431, Palm Beach, FL 33480, and to Tenant by mailing to: 100 East Boynton Beach Boulevard, Boynton Beach, FL 33425, Attn: City Manager, with a copy to City Risk Manager at the same address.

34. This lease is entered into for the purpose of permitting the Tenant, and the Premises are so restricted to, creation of a free, public nature preserve which will contain a raised boardwalk area interspersed with kiosks, containing informational statements, an observation tower and canoe trails, parking area and restrooms. In the event that the necessary permits, grants and appropriations are not received and construction commenced within thirty-six (36) months of the date hereof, then this lease shall be terminated. The construction shall be promptly commenced and diligently pursued in good faith to completion. In the event that the Premises are thereafter not

so used, then this lease shall terminate. Landlord reserves the right to approve all site plans, construction plans and any future alterations thereof.

35. The park will be constructed in such a manner so as to place no burden of any manner on Landlord's remaining adjoining property. By way of example, and not limiting the generality of the foregoing, drainage and parking facilities shall be constructed in such a manner so as to not interfere with that of Landlord and parking shall be designed in such a manner that will prevent park visitors from parking on Landlord's land. In the event that, in the course of obtaining permits for the park facilities, any deficiencies are discovered in Landlord's drainage of other improvements, then the cost of correcting such deficiencies shall be borne by the Tenant.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first above written.

Signed, sealed and delivered in the present of:

Joyce Costello
(Printed Name of Witness)

Carrie Parker
(Printed Name of Witness)

Approved as to Form:

City Attorney

Anne P. Laporte
Anne P. Laporte
(Printed Name of Witness)

ANGINA D MCWATTERS
(Printed Name of Witness)

TENANT:
CITY OF BOYNTON BEACH, FLORIDA

Arline Weiner
Arline Weiner, Mayor

ATTEST:

Suzanne M. Kruse
City Clerk

(Corporate Seal)

LANDLORD:

+ J. Keith Symons
J. Keith Symons, as Bishop of the Diocese of Palm Beach, his successors in office and assigns forever, a corporation sole

LEGAL DESCRIPTION

A parcel of land being all of Lots 5, 12, 21 and 22, and also being portions of Lots 6 and 11 of plat of "SUBDIVISION OF THE S.W. 1/4 OF THE S.W. 1/4 OF SEC. 22 AND THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 27 OF T.45S. R.43E." (for convenience to be hereinafter referred to as "DEWEY SUBDIVISION") as recorded in Plat Book 1, Page 37 of the Public Records of Palm Beach County, Florida being in Section 22, Township 45 South, Range 43 East, City of Boynton Beach, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Southwest corner of said Section 22; thence North 89°55'53" East along the South line of said Section 22, a distance of 682.56 feet; thence North 01°32'24" West, a distance of 325.69 feet to the Southwest corner of said Lot 22 and the POINT OF BEGINNING of this description;

thence North 01°32'24" West along the West line of said Lot 22, a distance of 315.69 feet to the Northwest Corner of said Lot 22;

thence North 01°32'24" West along the Northerly extension of the said West line of Lot 22, a distance of 20.01 feet to the Southwest corner of said Lot 11;

thence North 89°59'15" East along the South line of said Lot 11, same line also being the North line of a strip of land lying between said Lots 11 and 22 as shown on said "DEWEY SUBDIVISION", said strip of land being 20.00 feet in width as shown on survey entitled "Boundary Survey Prepared For & Certified to: ST. MARK'S CATHOLIC CHURCH" by O'Brien, Suiter & O'Brien, Inc., order no. 83-165db, dated May 5, 1983 and last revised November 7, 1984, a distance 117.59 fet to a point of intersection with a chain link fence;

thence North 00°20'16" West along said chain link fence, a distance of 288.85 feet to a change of direction in said chain link fence;

thence North 03°13'14" East along said chain link fence, a distance of 27.94 feet to a change of direction in said chain link fence;

thence North 03°02'01" West along said chain link fence and the Northerly extension thereof, a distance of 160.58 feet;

Thence North 89°57'22" West along the Easterly extension of the centerline of Northeast 6th Avenue, a distance of 121.71 feet to a point of intersection with the East line of plat of "CIVIC CENTER SUBDIVISION" as recorded in Plat Book 12, Page 68 of the said Public Records;

thence North 01°31'52" West along the said East line of "CIVIC CENTER SUBDIVISION", same line also being the West line of said Lot 6 of "DEWEY SUBDIVISION" a distance of 143.99 feet to the Northwest corner of said Lot 6;

thence South 89°57'22" East along the North line of said Lots 5 and 6, same line also being the South line of a strip of land lying North of said Lots 5 and 6 as shown on said "DEWEY SUBDIVISION", said strip of land being 20.00 feet in width as shown on said survey by O'Brien, suiter & O'Brien, Inc., a distance of 677.04 feet to the Northeast corner of said Lot 5;

thence South 01°47'02" East along the East lines of said Lots 5 and 12, a distance of 620.79 feet to the Southeast corner of said Lot 12;

thence South 01°47'02" East along the Southerly extension of the said East lines of Lots 5 and 12, a distance of 20.01 feet to the Northeast corner of said Lot 21;

thence South 01°47'02" East along the East line of said Lot 21, a distance 315.40 feet to the Southeast corner of said Lot 21;

thence South 89°57'34" West along the South lines of said Lots 21 and 22, a distance of 681.19 feet to the POINT OF BEGINNING;

EXHIBIT A

LESS the following described 20.00 foot wide strip of land lying South of said Lots 11 and 12 and North of said Lots 21 and 22 as shown on said "DEWEY SUBDIVISION" and said survey by O'Brien, Suiter & O'Brien, Inc. being more particularly described as follows:

BEGINNING at the said Northwest corner of Lot 22;

thence North 01°32'24" West along the said Northerly extension of the West line of Lot 22, a distance of 20.01 feet to the said Southwest corner of said Lot 11;

thence North 89°59'15" East along the said South lines of Lots 11 and 12, a distance of 679.77 feet to the Southeast corner of said Lot 12;

thence South 01°47'02" East along the said Southerly extension of Lot 12, a distance of 20.01 feet to the said Northeast corner of Lot 21;

thence South 89°59'15" West along the said North lines of Lots 21 and 22, a distance of 679.85 feet to the said Northwest corner of Lot 22 and the POINT OF BEGINNING.

Containing 13.26 Net Acres, more or less, (Not including LESS parcel).

Subject to existing Easements, Rights-of-Way, Restrictions and Reservations of Record.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-230- Approving and authorizing the Mayor to sign an Owner affidavit form for building renovations at 124 E. Woolbright Road.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-230.

Explanation of Request:

An Owner Affidavit form is required to be uploaded with a request for a permit. The form needs to be signed by the Owner and notarized for City projects. This Owner Affidavit is for the renovation of the maintenance building at 124 E. Woolbright Road.

How will this affect city programs or services? The request for a City project permit will not be approved until such time this form can be signed, notarized, and uploaded.

Fiscal Impact: No fiscal impact

Attachments:
R24-230 Agenda_Item_2167-2023_Resolution_for_Owner-Builder_Affidavit.docx
Exhibit A to Resolution - Utils-MainBldgReno-Owner Affidavit.pdf

RESOLUTION NO. R24-230

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN OWNER/BUILDER AFFIDAVIT FOR THE RENOVATIONS TO THE MAINTENANCE BUILDING AT 124 E. WOOLBRIGHT ROAD; AND FOR ALL OTHER PURPOSES.

WHEREAS, an owner affidavit form is required to be uploaded with a request for a permit. This owner affidavit is for the renovations to the maintenance building at 124 E. Woolbright Road; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Owner/Builder Affidavit for the renovations to the maintenance building at 124 E. Woolbright Road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Owner/Builder Affidavit for the renovations to the maintenance building at 124 E. Woolbright Road, in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Affidavit and other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The fully executed Affidavit shall be provided to Gail Mootz for further handling.

SECTION 5. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
DEVELOPMENT DEPARTMENT | BUILDING DIVISION
3301 Quantum Blvd. Suite 101 • Boynton Beach, FL 33425 • (561) 742-6350 •

OWNER/BUILDER AFFIDAVIT

To qualify for exemption from contractor licensing requirements, **an owner must personally appear and sign the building permit application** and satisfy local permitting agency requirements proving that the owner has a complete understanding of the owner's obligations under the law as specified in the disclosure statement below. If any person violates the requirements of the subsection cited below, the local permitting agency shall withhold final approval, revoke the permit, or pursue any action or remedy for unlicensed activity against the owner and any person performing work that requires licensure under the permit issued.

OWNER/BUILDER DISCLOSURE STATEMENT
SECTION 489.103, FLORIDA STATUTES

1. I understand that state law requires construction to be done by a licensed contractor and have applied for an owner-builder permit under an exemption from the law. The exemption specifies that I, as the owner of the property listed, may act as my own contractor with certain restrictions even though I do not have a license.

2. I understand that building permits are not required to be signed by a property owner unless he or she is responsible for the construction and is not hiring a licensed contractor to assume responsibility.

3. I understand that, as an owner-builder, I am the responsible party of record on a permit. I understand that I may protect myself from potential financial risk by hiring a licensed contractor and having the permit filed in the contractor's name instead of my own. I also understand that a contractor is required by law to be licensed in Florida and to list his or her license numbers on permits and contracts.

4. I understand that I may build or improve a one-family or two-family residence or a farm outbuilding. I may also build or improve a commercial building if the costs do not exceed $75,000. The building or residence must be for my own use or occupancy. It may not be built or substantially improved for sale or lease. If a building or residence that I have built or substantially improved myself is sold or leased within one (1) year after the construction is complete, the law will presume that I built or substantially improved it for sale or lease, which violates the exemption.

5. I understand that, as the owner-builder, I must provide direct, onsite supervision of the construction.

6. I understand that I may not hire an unlicensed person to act as my contractor or to supervise persons working on my building or residence. It is my responsibility to ensure that the persons whom I employ have the licenses required by law and by county or municipal ordinance.

7. I understand that it is a frequent practice of unlicensed persons to have the property owner obtain an owner-builder permit which erroneously implies that the property owner is providing his or her own labor and materials. I, as an owner-builder, may be held liable and subjected to serious financial risk for any injuries sustained by an unlicensed person or his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an owner-builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

8. I understand that I may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on my building who is not licensed must work under my direct supervision and must be employed by me, which means that I must comply with laws requiring the withholding of federal income tax and social security contributions under the Federal Insurance Contributions Act (FICA) and must provide workers' compensation for the employee. I understand that my failure to follow these laws may subject me to serious financial risk.

9. I agree that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern owner-builders as well as employers. I also understand that the construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

(CONTINUED ON OTHER SIDE)

OWNER/BUILDER AFFIDAVIT (CONTINUED)

10. I understand that I may obtain more information regarding my obligations as an employer from the Internal Revenue Service, the United States Small Business Administration, the Florida Department of Financial Services, and the Florida Department of Revenue. I also understand that I may contact the Construction Industry Licensing Board by calling 561-233-5525 or visiting their website, http://www.pbcgov.com/pzb/Contractors, for more information about licensed contractors.

11. I am aware of, and consent to, an owner-builder permit applied for in my name and understand that I am the party legally and financially responsible for the proposed construction activity at the property address stated below.

12. I agree to notify the City of Boynton Beach Building Division immediately of any additions, deletions, or changes to any of the information that I have provided on this disclosure.

Licensed contractors are regulated by laws designed to protect the public. If you contract with a person who does not have a license, the Construction Industry Licensing Board and Department of Business and Professional Regulation may be unable to assist you with any financial loss that you sustain as a result of a complaint. Your only remedy against an unlicensed contractor may be in civil court. It is also important for you to understand that, if an unlicensed contractor or employee of an individual or firm is injured while working on your property, you may be held liable for damages. If you obtain an owner-builder permit and wish to hire a licensed contractor, you will be responsible for verifying whether the contractor is properly licensed and the status of the contractor's workers' compensation coverage.

To apply for an owner-builder permit, this form must be completed and submitted with the building permit application package.

Property Address 124 E. Woolright Rd. Boynton Beach, Fl, 33435 _____

Property Owner _____
(Signature)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year),

by _____ (printed name of signer).

Notary's signature _____ (SEAL)

Notary's name, printed, typed or stamped

Personally known _____ OR produced identification _____

Type of identification produced _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-231- Approving a First Amendment to the temporary parking easement with Time Equities for the City's use of the gravel lot west of the North Parcel.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-231.

Explanation of Request:

The City has an existing parking easement for the Town Square North Parcel. In order to create additional parking for City events, it is necessary for the City to obtain approval from Time Equities, the property owner for every event. City staff is seeking an amendment to the existing parking easement with Time Equities for use of the gravel lot west of the North Parcel, which will allow the City to utilize the property as-needed. This amendment requires the City to indemnify Time Equities for the City's use of the property. Only the City Commission has the authority to accept this risk.

How will this affect city programs or services? This will provide additional parking for City events.

Fiscal Impact: N/A

Attachments:
R24-231_Agenda_Item_2169-2023_Resolution_Amd__1_Town_Square_North_Parcel_Temp_Parking.docx
Exhibit A to Resolution - First Amendment to Temporary Parking Agreement (North Parcel) - Partially Executed.pdf

RESOLUTION NO. R24-231

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE TEMPORARY PARKING AGREEMENT (NORTH PARCEL) FOR THE USE OF THE GRAVEL LOT WEST OF THE NORTH PARCEL WITH BOYNTON BEACH TOWN CENTER APARTMENTS I LLC, BOYNTON BEACH TOWN CENTER APARTMENTS II LLC, BOYNTON BEACH TOWN CENTER APARTMENTS III LLC, BOYNTON BEACH TOWN CENTER APARTMENTS IV LLC, BOYNTON BEACH TOWN CENTER APARTMENTS V LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VI LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VII LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VIII LLC, AND BOYNTON BEACH TOWN CENTER APARTMENTS IX LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, Boynton Beach Town Center Apartments I, LLC, Boynton Beach Town Center Apartments II, LLC, Boynton Beach Town Center Apartments III, LLC, Boynton Beach Town Center Apartments IV, LLC, Boynton Beach Town Center Apartments V, LLC, Boynton Beach Town Center Apartments VI, LLC, Boynton Beach Town Center Apartments VII, LLC, Boynton Beach Town Center Apartments VIII, LLC, and Boynton Beach Town Center Apartments IX, LLC (collectively the "Owner") owns that certain real property located in Boynton Beach, Palm Beach County, Florida; and

WHEREAS, the City and Boynton Beach Town Center Apartments LLC entered into that certain Temporary Parking Easement Agreement (North Parcel) made and executed as of March 2, 2023, as the same was assigned by that certain Assignment of Temporary Parking Easement Agreement (North Parcel) made and entered into as of April 10, 2023, by and between Boynton Beach Town Center Apartments, LLC and Owner, with an effective date of April 18, 2023 (the "North Parcel Parking Easement"), granting a temporary exclusive easement for use by City over and across a portion of the North Parcel Property for the purpose of providing at least 198 parking spaces for use by City (as set forth in the North Parcel Parking Easement); and

WHEREAS, the City has requested consent from the Owner to utilize property known as "Parcel 1," which is owned by the Owner and located adjacent to the North Parcel Property, for parking use by the City in accordance with the terms and conditions set forth in the North Parcel Parking Easement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a First Amendment to the Temporary Parking Agreement (North Parcel) for the use of the gravel lot west of the North Parcel with Boynton Beach Town Center Apartments I, LLC, Boynton Beach Town Center Apartments II, LLC, Boynton Beach Town Center Apartments III, LLC, Boynton Beach Town Center Apartments IV, LLC, Boynton Beach Town Center Apartments V, LLC, Boynton Beach Town Center Apartments VI, LLC, Boynton Beach Town Center Apartments VII, LLC, Boynton Beach Town Center Apartments VIII, LLC, and Boynton Beach Town Center Apartments IX, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a First Amendment to the Temporary Parking Agreement (North Parcel) for the use of the gravel lot west of the North Parcel with Boynton Beach Town Center Apartments I, LLC, Boynton Beach Town Center Apartments II, LLC, Boynton Beach Town Center Apartments III, LLC, Boynton Beach Town Center Apartments IV, LLC, Boynton Beach Town Center Apartments V, LLC, Boynton Beach Town Center Apartments VI, LLC, Boynton Beach Town Center Apartments VII, LLC, Boynton Beach Town Center Apartments VIII, LLC, and Boynton Beach Town Center Apartments IX, LLC (the “Amendment”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. One fully executed original of the Amendment shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Amendment shall be provided to Gail Mootz to forward to the Owner.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

FIRST AMENDMENT TO TEMPORARY PARKING AGREEMENT (NORTH PARCEL)

This First Amendment to Temporary Parking Agreement (North Parcel) ("**Amendment**") is made as of the ____ day of _____, 2024 by and between **CITY OF BOYNTON BEACH**, a Florida corporation (the "**City**"), and **BOYNTON BEACH TOWN CENTER APARTMENTS I LLC, BOYNTON BEACH TOWN CENTER APARTMENTS II LLC, BOYNTON BEACH TOWN CENTER APARTMENTS III LLC, BOYNTON BEACH TOWN CENTER APARTMENTS IV LLC, BOYNTON BEACH TOWN CENTER APARTMENTS V LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VI LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VII LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VIII LLC**, and **BOYNTON BEACH TOWN CENTER APARTMENTS IX LLC**, each a Florida limited liability company, as tenants in common (collectively, the "**Owner**").

WHEREAS, the Owner owns that certain real property located in Boynton Beach, Palm Beach County, Florida described on **Exhibit A** attached hereto and made a part hereof (the "**North Parcel Property**");

WHEREAS, City and Boynton Beach Town Center Apartments LLC entered into that certain Temporary Parking Easement Agreement (North Parcel) made and executed as of March 2, 2023, as the same was assigned by that certain Assignment of Temporary Parking Easement Agreement (North Parcel) made and entered into as of April 10, 2023 by and between Boynton Beach Town Center Apartments LLC and Owner, with an effective date of April 18, 2023 (the "**North Parcel Parking Easement**"), granting a temporary exclusive easement for use by City over and across a portion of the North Parcel Property (as set forth in Exhibit C to the North Parcel Parking Easement) for the purpose of providing at least 198 parking spaces for use by City (as set forth in the North Parcel Parking Easement);

WHEREAS, City has requested consent from Owner to utilize property known as **"Parcel 1,"** further described in **Exhibit B** attached hereto and made a part hereof, which is owned by Owner and located adjacent to the North Parcel Property, for parking use by City in accordance with the terms and conditions set forth in the North Parcel Parking Easement.

NOW, THEREFORE, in consideration of the receipt of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained in this Amendment, the parties hereto hereby agree as follows:

1.0 Addition of Parcel 1 to Easement Property

1.1 City hereby requests and Owner hereby approves City's request to add Parcel 1, as further described in **Exhibit B** attached hereto, to the definition of "Easement Property" set forth in the North Parcel Parking Easement. Commencing on the date

hereof, the definition of "Easement Property" shall be deemed to include both the North Parcel and Parcel 1, and all references to the "Easement Property" in the North Parcel Parking Easement shall include both the North Parcel and Parcel 1.

2.0 Maintenance

2.1 The following sentence is added to the end of Section 5(b) of the North Parcel Parking Easement:

"Notwithstanding anything to the contrary contained in this Easement, City shall be responsible to repair, and shall indemnify Grantor, for any damage, including waste, arising from City or any of City's employees, agents, contractors, guests, or invitees use of the Parking Easement."

3.0 Miscellaneous

3.1 No provision of this Amendment may be changed, waived, destroyed or terminated orally by telephone or any other means except by an instrument in writing signed by the party to be charged thereto.

3.2 This Amendment shall be binding and inure to the benefit of any heirs, successors and assigns of the City.

3.3 Each party executing this Amendment hereby represents and warrants to the other party that the individual executing this Amendment on behalf of such party has the full power and authority to sign this Amendment on behalf of such party and to bind such party to the terms and conditions of this Amendment.

3.4 This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages. Signatures hereto may be evidenced by facsimile transmission or electronic mail in portable document format ("**PDF**"), the same of which shall be treated as originals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date above first written.

City: **CITY OF BOYNTON BEACH**

By: _____
Name: Ty Penserga, Mayor

Owner: **BOYNTON BEACH TOWN CENTER APARTMENTS I LLC, BOYNTON BEACH TOWN CENTER APARTMENTS II LLC, BOYNTON BEACH TOWN CENTER APARTMENTS III LLC, BOYNTON BEACH TOWN CENTER APARTMENTS IV LLC, BOYNTON BEACH TOWN CENTER APARTMENTS V LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VI LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VII LLC, BOYNTON BEACH TOWN CENTER APARTMENTS VIII LLC,** and **BOYNTON BEACH TOWN CENTER APARTMENTS IX LLC**, as tenants in common

By: _____
Name: Robert Kantor
Title: Co-Manager

EXHIBIT A

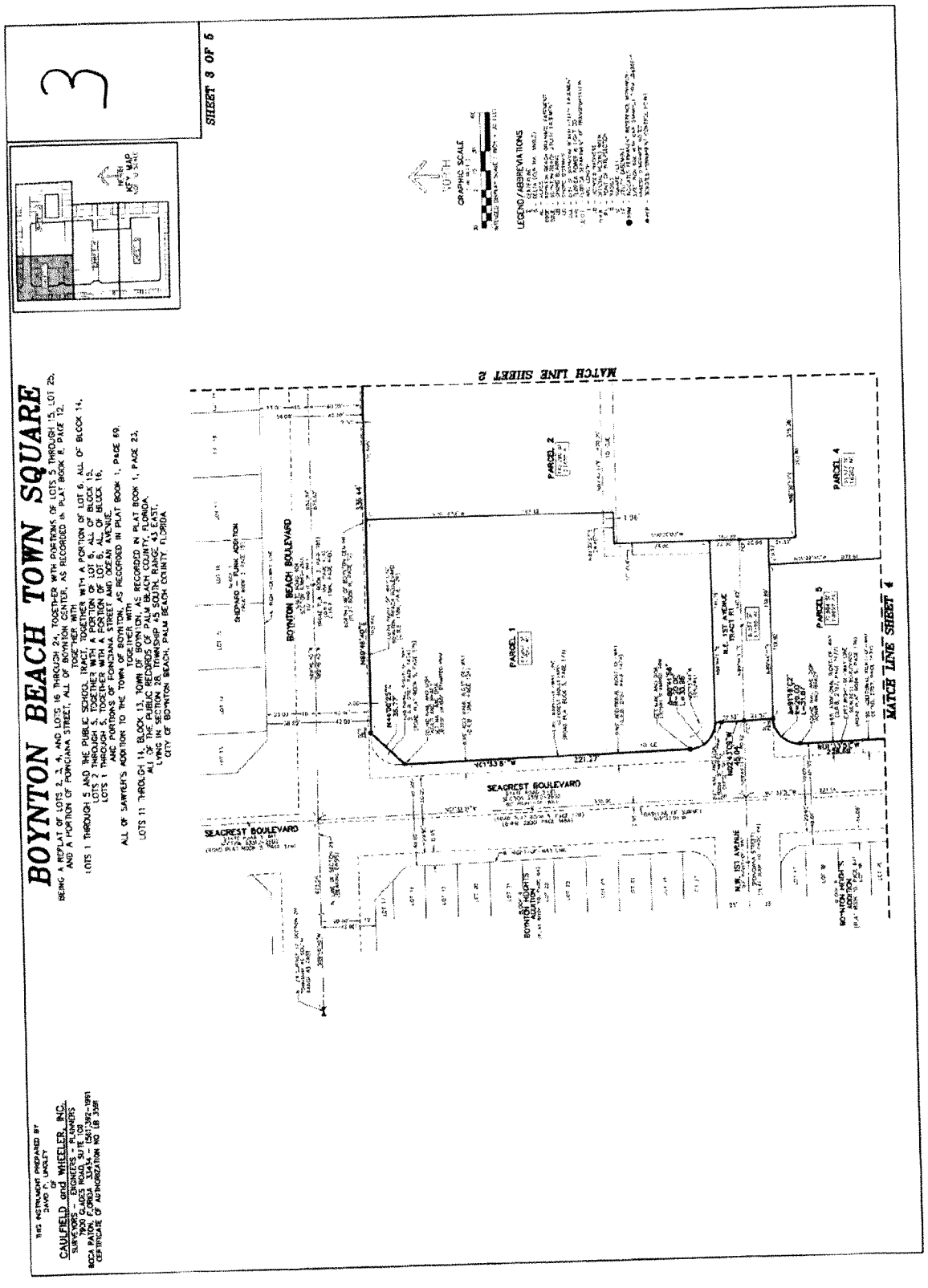
NORTH PARCEL PROPERTY DESCRIPTION

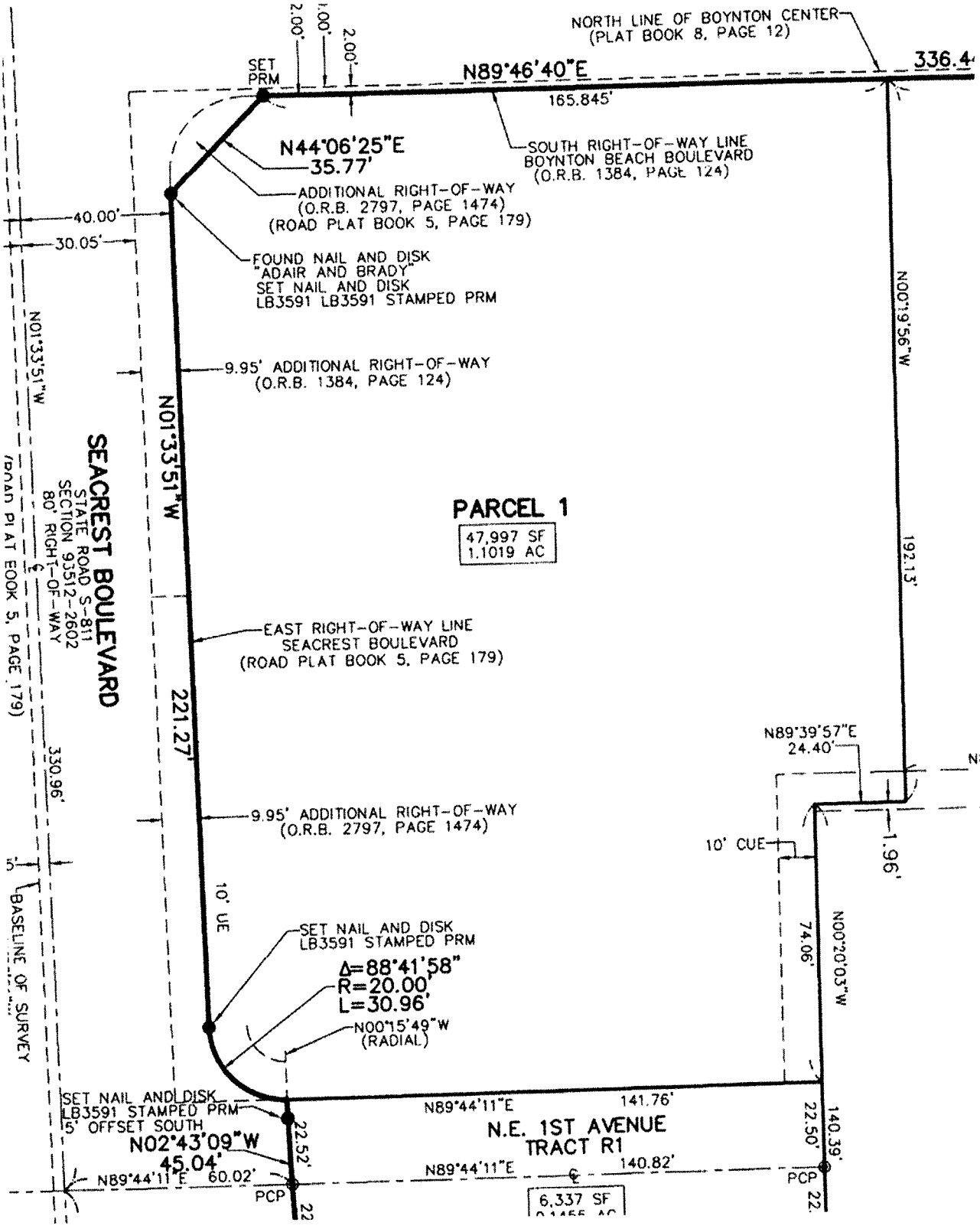
Parcel 2, Plat of Boynton Beach Town Square, according to the Plat thereof recorded in Plat Book 127, Pages 1 through 5 in the Public Records of Palm Beach County, Florida.

EXHIBIT B

PARCEL 1

Parcel 1, Plat of Boynton Beach Town Square, according to the Plat thereof recorded in Plat Book 127, Page 1 in the Public Records of Palm Beach County, Florida.




NORTH LINE OF BOYNTON CENTER
(PLAT BOOK 8, PAGE 12)
SET PRM
N89°46'40"E
336.4
165.845'
SOUTH RIGHT-OF-WAY LINE
BOYNTON BEACH BOULEVARD
(O.R.B. 1384, PAGE 124)
N44°06'25"E
35.77'
ADDITIONAL RIGHT-OF-WAY
(O.R.B. 2797, PAGE 1474)
(ROAD PLAT BOOK 5, PAGE 179)
40.00'
30.05'
FOUND NAIL AND DISK
"ADAIR AND BRADY"
SET NAIL AND DISK
LB3591 LB3591 STAMPED PRM
N00°19'56"W
N01°33'51"W
9.95' ADDITIONAL RIGHT-OF-WAY
(O.R.B. 1384, PAGE 124)
SEACREST BOULEVARD
STATE ROAD S-811
SECTION 93512-2602
80' RIGHT-OF-WAY
(ROAD PLAT BOOK 5, PAGE 179)
PARCEL 1
47,997 SF
1.1019 AC
192.13'
EAST RIGHT-OF-WAY LINE
SEACREST BOULEVARD
(ROAD PLAT BOOK 5, PAGE 179)
N89°39'57"E
24.40'
221.27'
330.96'
9.95' ADDITIONAL RIGHT-OF-WAY
(O.R.B. 2797, PAGE 1474)
10' CUE
1.96'
10' UE
SET NAIL AND DISK
LB3591 STAMPED PRM
Δ=88°41'58"
R=20.00'
L=30.96'
N00°15'49"W
(RADIAL)
74.06'
N00°20'03"W
BASELINE OF SURVEY
SET NAIL AND DISK
LB3591 STAMPED PRM
5' OFFSET SOUTH
N02°43'09"W
45.04'
N89°44'11"E
141.76'
N.E. 1ST AVENUE
TRACT R1
22.52'
22.50'
140.39'
N89°44'11"E
60.02'
N89°44'11"E
140.82'
PCP
PCP
6,337 SF

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-232- Approve the purchase of parts and equipment with South Florida Emergency Vehicles as a Sole Source vendor for maintenance and repair of Sutphen Fire trucks and ambulances with an annual expenditure not to exceed $100,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-232.

Explanation of Request: In FY2022, the City Commission approved the use of vendor South Florida Emergency Vehicles as a sole source provider for parts and equipment, for an estimated expenditure of $75,000.

South Florida Emergency Vehicles is the sole provider of parts for Sutphen Fire trucks and ambulances. The ability to acquire parts and administer repair in a timely manner for fire vehicles is imperative for public safety. This request will ensure timely maintenance of the Fire Rescue's fleet.

The Public Works Department is requesting the approval of an annual expenditure not to exceed $100,000.

How will this affect city programs or services? Ensure continuity of fire services by keeping the fleet in good repair.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-232 Agenda_Item_1998-2023_Resolution_for_South_Florida_Emergency_Vehicles.docx
Exhibit A to Resolution - 2024-25 Service Contract
SFEV Labor Rate
SFEV - Sole Source Letter
SFEV - Sole Source Form
SFEV - Agenda Item May 03, 2022

RESOLUTION NO. R24-232

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTH FLORIDA EMERGENCY VEHICLES, LLC FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City owns Sutphen Fire Trucks; and

WHEREAS, South Florida Emergency Vehicles, LLC ("Vendor") is the only authorized distribution source for providing authentic replacement parts and performing warranty work on Sutphen Fire Trucks in the State of Florida; and

WHEREAS, the City desires to engage the Vendor to provide replacement parts and perform warranty work on the City's Sutphen Fire Trucks (the "Services") on an as-needed basis; and

WHEREAS, the City desires to enter into a three (3)-year term Agreement with two (2) additional one-year renewal terms, with an annual amount not to exceed One Hundred Thousand Dollars ($100,000); and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement with South Florida Emergency Vehicles, LLC for Repair and Maintenance of Sutphen Fire Trucks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with South Florida Emergency Vehicles, LLC for Repair and Maintenance of Sutphen Fire Trucks (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any

ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 4. One fully executed original of the Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SOUTH FLORIDA EMERGENCY VEHICLES, LLC, FOR REPAIR AND MAINTENANCE OF SUTPHEN FIRE TRUCKS

This Agreement is made as of this 23 day of September, 2024, by and between SOUTH FLORIDA EMERGENCY VEHICLES, LLC, with a principal address of 4655 Cummins Ct., Fort Myers, FL 33905, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City owns Sutphen Fire Trucks; and

WHEREAS, the Vendor is the only authorized distribution source for providing authentic replacement parts and performing warranty work on Sutphen Fire Trucks in the State of Florida; and

WHEREAS, the City desires to engage Vendor to provide replacement parts and perform warranty work on the City's Sutphen Fire Trucks (the "Services") on an as-needed basis; and

WHEREAS, Vendor has agreed to perform the Services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES:** Vendor shall provide all equipment, materials, and labor necessary to provide replacement parts and warranty work on the City's Sutphen Fire Trucks on an as-needed basis. Vendor shall render the Services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Services be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING SERVICES:**

a. Direct Orders. Work valued at less than $10,000 total per repair, emergency-type work, or work which, in the City's determination, requires immediate Services, may be ordered by the City under this Agreement, as needed, without issuing a Task Order. City staff shall confirm such request for Services via email to the Vendor describing the services, agreed fee (if available), completion time, and reference to this Agreement. All such Services shall be performed and invoiced under the terms of this Agreement. Services related to a specific repair shall not be broken out into smaller direct orders to avoid the issuance of a Task Order. Upon completion of each work task, the Vendor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, parts or equipment provided, the rate charged for equipment, materials, or supplies, in accordance with the Agreement.

b. Task Orders. The City may issue a Task Order for Services valued at $10,000 or more and/or for specific Services that may require a detailed scope of work, specific completion dates or schedule; the price is a "not to exceed" price, or other special terms are necessary for the task. Such Task Orders will be in a format similar to the Task Order attached to this Agreement as **Exhibit A**. All terms and conditions of the Agreement will apply to each Task Order. The Mayor is authorized to execute Task Orders up to the threshold in the City's procurement policy (currently set at $50,000). Any Task Order in excess of the then-current procurement policy threshold shall require approval of the City Commission. Upon completion of each work task, the Vendor will submit an individual invoice for each Task Order, a copy of the related Task Order, and any other documents required by this Agreement or the applicable Task Order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall perform all services and provide all work products required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed One Hundred Thousand Dollars ($100,000) ("Fee"). The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit B**, and incorporated into this Agreement by reference. Any replacement parts shall be billed at the then-current catalog price, with any applicable discounts. The Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

5. **TERM:** This Agreement shall be for an initial term of three (3) years, commencing on September 23rd, 2024, and shall remain in effect through September 23rd, 2027 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: _____
South Florida Emergency Vehicles, LLC
4655 Cummins Ct.
Fort Myers, FL 33905
Telephone: 239-267-5300
Email: bdobson@sflev.com

7. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

8. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    B. 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 the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining

in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

12. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

13. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. 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 Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for services performed through the termination date, including services reasonably related to termination.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

19. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate

reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each

requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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

34. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

35. **COUNTRIES OF CONCERN**. The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

36. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged

with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

SOUTH FLORIDA EMERGENCY VEHICLES, LLC

Pres

(Signature), Company

David Stonitsch, Pres

Print Name of Authorized Official

9-23-24

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Patricia Audette

Print Name

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
Sutphen Fire Truck Repair and Maintenance Services Task Order

Vendor: South Florida Emergency Vehicles, LLC
Procurement: Sole Source

1. **Task/Project**. _____

2. **Scope of Services**.
The scope of services under this Task Order is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
Vendor shall deliver to the City the deliverables specified within _____ after complete execution of this Task Order and issuance of a PO by the City.

4. **Compensation**.
The total Fee to be paid to the Vendor under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the Sutphen Fire Truck Repair and Maintenance Services Agreement, dated _____, by and between the City of Boynton Beach and South Florida Emergency Vehicles, LLC.

6. **Insurance**.
Vendor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.
Vendor's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task

Order and PO were emailed to the Vendor.

VENDOR:
SOUTH FLORIDA EMERGENCY VEHICLES, LLC

By: _____

Print Name: David Stontek

Date: Sept. 23, 2024

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 2024

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
FEE SCHEDULE

Labor Rate $165 per hr.
Over Time Labor Rate $247.50 per hr.
Holiday Labor Rate $330 per hr.
Travel Rate $165 per hr.

***Parts to be billed at then-current catalog price, less any applicable discounts**

SOUTH FLORIDA
EMERGENCY VEHICLES

May 29, 2024

To all South Florida Emergency Vehicle customers,

South Florida Emergency Vehicles is advising all customers that due to rising operational costs, the following rates will apply effective July 1st, 2024. Any work prior to this date will be charged at the old labor rate. In addition, for any future rate increases, customers will be notified in advance. Please contact Don Young, Service Manager, with any questions or concerns. Thank you.

Labor Rate	**$165 per hr.**
Over Time Labor Rate	**$247.50 per hr.**
Holiday Labor Rate	**$330 per hr.**
Travel Rate	**$165 per hr.**

Regards,

Don Young
Service Manager
dyoung@sflev.com
239-688-2457

4655 Cummins Court, Ft Myers, FL. 33905
(PH) 239.267.5300
(FAX) 239.590.9246

SUTPHEN™

FAMILY OWNED
SINCE 1890

September 8, 2023

City of Boynton Beach
Financial Services Dept.
PO Box 310
Boynton Beach, FL 33425-0310

RE: Factory Authorized Parts and Service in Florida

Dear City of Boynton Beach,

This letter is to advise you that South Florida Emergency Vehicles is the only authorized distribution source for providing authentic replacement parts and performing warranty work on your Sutphen Fire Trucks for the state of Florida.

Furthermore, South Florida Emergency Vehicles has the only factory trained technicians qualified to carry out service repairs to ensure warranties remain intact.

If you have any questions or concerns, please let me know.

Best Regards,



Justin Howell
Senior Sales Territory Manager (Southeast territory)

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Public Works
Division	Fleet Management & Mobility
Point of Contact	Dave Persad
Phone Number	561-742-6215
Vendor	
Company Name	South Florida Emergency Vehicle
Address	4655 Cummins Ct, Fort Myers, FL 33905
Phone Number	239-267-5300
Point of Contact and Title	Justin Howell, Sales Territory Manager (South East)
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	
Product or Service	
Product/Service Name	OEM Warranty and Repairs
Manufacturer	Sutphen
Make/Model #	
Price	
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☐ Yes ☒ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☒ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☒ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific. See attached sole source letter**

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

A Holmes — Signature

8/16/24 — Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☐ to be advertised for a period of 7 business days before award.

Signature

9-9-2024 — Date

6.C.
Consent Agenda
5/3/2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 5/3/2022

Requested Action by Commission: Approve the purchase of parts and equipment with South Florida Emergency Vehicles as a Sole Source vendor for maintenance and repair of Sutphen Fire trucks and ambulances. The estimated annual expenditure is $75,000.

Explanation of Request:
South Florida Emergency Vehicles is the sole provider of parts for Sutphen Fire trucks and ambulances. The City currently has eight Sutphen (vehicle numbers 886,884,809,885,807,883,808 and 882).

The ability to acquire parts and administer repair in a timely manner for fire vehicles is imperative for public safety. With the increase in expenditure, this will ensure maintenance of the Fire Rescue's fleet.

This request will be for the period of October 1, 2021 to September 30, 2022. If necessary, this will be a yearly request which will be presented to Commission for approval.

How will this affect city programs or services? Ensure continuity of fire services by keeping the fleet in good repair.

Fiscal Impact:
Funds are budgeted and available for account 501-5000-590-0985 for the estimated amount of $75,000.
FY 19/20 expenditures were $47,820.30
FY 20/21 expenditures were $28,852.35
FY 21/22 expenditures to date are $35,689.77

Alternatives: To not approve and utilize another vehicle manufacturer for trucks and ambulances.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant?

Grant Amount:

Attachments:

	Type	Description
🗋	Addendum	Sole Source Letter
🗋	Addendum	Example Parts Ordered

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-233- Approve the purchase of parts and equipment with The Peterbilt Store as a Sole Source vendor for original equipment manufacturer for Peterbilt. Provides service, parts and warranty of Peterbilt trucks, with an annual expenditure not to exceed $100,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-233.

Explanation of Request: The Peterbilt Store is the sole provider of parts for Peterbilt trucks used for sanitation services.

The ability to acquire parts and administer repairs in a timely manner for sanitation trucks is imperative for Solid Waste Services. This increase will ensure maintenance of the Solid Waste's fleet.

The Public Works Department is requesting approval of an annual expenditure.

How will this affect city programs or services? Ensure continuity of sanitation services by keeping the fleet in good repair.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-233 Agenda_Item_1999-2023_Resolution_for_Peterbilt_Store.docx
The Pete Store Labor Rate.pdf
Sole Source Letter The Pete.pdf
Sole Source Form - The Peterbilt Store - Signed

RESOLUTION NO. R24-233

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE PETERBILT STORE SOUTH FLORIDA, LLC, FOR REPAIR AND MAINTENANCE OF PETERBILT TRUCKS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City owns Peterbilt Trucks; and

WHEREAS, Peterbilt Store South Florida, LLC ("Vendor") is the only authorized distribution source for providing authentic replacement parts and performing warranty work on Peterbilt Trucks in the State of Florida; and

WHEREAS, the City desires to engage the Vendor to provide replacement parts and perform warranty work on the City's Peterbilt Trucks (the "Services") on an as-needed basis; and

WHEREAS, the City desires to enter into a three (3)-year term Agreement with two (2) additional one-year renewal terms, with an annual amount not to exceed One Hundred Thousand Dollars ($100,000); and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement with the Peterbilt Store South Florida, LLC, for Repair and Maintenance of Peterbilt Trucks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with the Peterbilt Store South Florida, LLC, for Repair and Maintenance of Peterbilt Trucks (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 4. One fully-executed original of the Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

August 29, 2024

City of Boynton Beach
222 NE 9th Avenue
Boynton Beach, FL 33435

To Whom It May Concern:

Our current door labor rate is $205 per hour.

With Regards,

Frank Helfrich
General Manager
The Pete Store
954-584-3200 ext 1741

PACCAR Inc

8/15/2024
Peterbilt Motor Company
3200 Airport Road
Denton, TX 76205

RE: Sole Source City of Boynton Beach/Palm Beach County

To Whom it may concern:

This letter is to inform you that The Peterbilt Store – South Florida is the Sole Source Dealer in Palm Beach County of the following Peterbilt Branded products(s) and/or service(s):

-OEM Parts and OEM Approved Aftermarket Parts provider

-Warranty Service and Basic Truck Service for all Peterbilt Manufactured Trucks;

-Exclusive Peterbilt Cab and Chassis dealer in the South Florida Area

The Peterbilt Store – South Florida is the Sole Source of the item(s) and/or service(s) listed above, and no other company or dealer sells or distributes such item(s) and/or service(s) in the Palm Beach County area. There is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function for Peterbilt specific trucks.

Sincerely,

Daniel Johnson

Daniel Johnson – District Sales Manager

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Public Works
Division	Fleet Maintenance & Mobility
Point of Contact	Dave Persad
Phone Number	561-742-6215
Vendor	
Company Name	The Peterbilt Store
Address	2441 S. State Road 7, FT. Lauderdale Fl 33317
Phone Number	561-871-5616
Point of Contact and Title	JD Cauthen
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	Original equipment Manufacturer for Peterbilt. Provides service, parts and warranty of Peterbilt trucks
Product or Service	
Product/Service Name	Service, parts and warranty
Manufacturer	Peterbilt trucks
Make/Model #	
Price	
Did you negotiate the terms or prices with the vendor? ☐ Yes X No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) X Yes ☐ No

Section B – Justification

This is a sole source because (choose any that apply):

X Sole provider of a licensed or patented good or service

X Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

X Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific. Please see attached vendor letter describing sole source justification.**

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

AHolmes — Signature

8/16/24 — Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☑ / do not recommend ☐ this being certified as a sole source.

Required ☐ / not required ☑ to be advertised for a period of 7 business days before award.

Anthony Davidson — Signature

8/30/2024 — Date

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-234- Approve the purchase of parts and equipment with Sunbelt Hydraulic & Equipment as a Sole Source vendor for original equipment manufacturer for Heil Refuse Bodies equipment. Provides service, parts, and warranty of Heil Refuse Bodies, with a not to exceed annual expenditure of $100,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-234.

Explanation of Request: Sunbelt Hydraulic & Equipment is the sole provider in the area of parts for Heil Refuse Bodies used for sanitation services.

Solid waste services must be able to acquire parts and administer repairs in a timely manner for sanitation trucks. This request will ensure the maintenance of Solid Waste's fleet.

The Public Works Department is requesting approval of an annual expenditure not to exceed $100,000.

How will this affect city programs or services? Ensure continuity of sanitation services by keeping the fleet in good repair.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-234 Agenda_Item_2035-2023_Resolution_for_Sunbelt.docx
Sunbelt Agreement
Sole Source Letter - Sunbelt Waste
Sole Source Justification Form
Sunbelt Labor Rate

RESOLUTION NO. R24-234

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SUNBELT WASTE EQUIPMENT, LLC FOR REPAIR, SERVICE, AND MAINTENANCE OF HEIL REFUSE TRUCKS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City owns Heil Refuse Trucks; and

WHEREAS, Sunbelt Waste Equipment, LLC ("Vendor") is the only authorized distribution source for providing authentic replacement parts, service, and performing warranty work on Heil Refuse Trucks in the State of Florida; and

WHEREAS, the City desires to engage Vendor to provide replacement parts and perform service and warranty work on the City's Heil Refuse Trucks (the "Services") on an as-needed basis; and

WHEREAS, the City desires to enter into a three (3)-year term Agreement with two (2) additional one-year renewal terms, with an annual amount not to exceed One Hundred Thousand Dollars ($100,000); and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve an Agreement with Sunbelt Waste Equipment, LLC for Repair, Service, and Maintenance of Heil Refuse Trucks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement with Sunbelt Waste Equipment, LLC for Repair, Service, and Maintenance of Heil Refuse Trucks (the "Agreement"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of

the Agreement and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 4. One fully executed original of the Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SUNBELT WASTE EQUIPMENT, LLC, FOR REPAIR, SERVICE, AND MAINTENANCE OF HEIL REFUSE TRUCKS

This Agreement is made as of this 24 day of September, 2024, by and between the SUNBELT WASTE EQUIPMENT, LLC, with a principal address of 2201 NW 22nd Street, Pompano Beach, FL 33069, hereinafter referred to as "Vendor," and the CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City owns Heil Refuse Trucks and

WHEREAS, the Vendor is the only authorized distribution source for providing authentic replacement parts, service, and performing warranty work on Heil Refuse Trucks in the State of Florida; and

WHEREAS, the City desires to engage Vendor to provide replacement parts and perform service and warranty work on the City's Heil Refuse Trucks (the "Services") on an as-needed basis; and

WHEREAS, Vendor has agreed to perform the Services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **SERVICES:** Vendor shall provide all equipment, materials, and labor necessary to provide replacement parts, service, and warranty work on the City's Heil Refuse Trucks on an as-needed basis. Vendor shall render the Services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Services be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING SERVICES:**

   a. Direct Orders. Work valued at less than $10,000 total per repair, emergency-type work, or work which, in the City's determination, requires immediate Services, may be ordered by the City under this Agreement, as needed, without issuing a Task Order. City staff shall confirm such request for Services via email to the Vendor describing the services, agreed fee (if available), completion time, and reference to this Agreement. All such Services shall be performed and invoiced under the terms of this Agreement. Services related to a specific repair shall not be broken out into smaller direct orders to avoid the issuance of a Task Order. Upon completion of each work task, the Vendor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, parts or equipment provided, the rate charged for equipment, materials, or supplies, in accordance with the Agreement.

   b. Task Orders. The City may issue a Task Order for Services valued at $10,000 or more and/or for specific Services that may require a detailed scope of work, specific completion dates or schedule; the price is a "not to exceed" price, or other special terms are necessary for the task. Such Task Orders will be in a format similar to the Task Order attached to this Agreement as **Exhibit A**. All terms and conditions of the Agreement will apply to each Task Order. The Mayor is authorized to execute Task Orders up to the threshold in the City's procurement policy (currently set at $50,000). Any Task Order in excess of the then-current procurement policy threshold shall require approval of the City Commission. Upon completion of each work task, the Vendor will submit an individual invoice for each Task Order, a copy of the related Task Order, and any other documents required by this Agreement or the applicable Task Order.

3. **TIME FOR PERFORMANCE:** Work under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Vendor to proceed along with a purchase order. Vendor shall perform all services and provide all work products required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

4. **FEE:** As compensation for Services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed One Hundred Thousand Dollars ($100,000) ("Fee"). The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit B**, and incorporated into this Agreement by reference. Any replacement parts shall be billed at the then-current catalog price, with any applicable discounts. The Fee shall be the sole compensation paid to Vendor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

5. **TERM:** This Agreement shall be for an initial term of three (3) years, commencing on _____, 2024, and shall remain in effect through _____, 2027 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The City reserves the right to renew the Agreement for two (2) additional one-year renewal terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, subject to Vendor's satisfactory performance as determined by the City, determination by the City that renewal will be in the best interest of the City, and confirmation that Vendor is the sole source to provide the Services. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of renewal, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

6. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Vendor: _____
Sunbelt Waste Equipment, LLC
2201 NW 22nd Street
Pompano Beach, FL 33069
Telephone: 561-274-8505
Email: office@sunbeltwaste.com

7. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for services actually performed and completed pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

8. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

9. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

10. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

11. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service when utilizing non-City-owned equipment;

    B. 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 the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining

in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

12. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

13. **E-VERIFY:** Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. 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 Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

14. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for services performed through the termination date, including services reasonably related to termination.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

18. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

i. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

ii. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

1. Premises and/or Operations on an occurrence basis.
2. Completed Operations Liability on an occurrence basis.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

19. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or lost profits or consequential damages.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate

reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

24. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

25. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

26. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

27. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

28. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

29. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each

requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

30. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

31. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

32. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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

34. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

35. **COUNTRIES OF CONCERN**. The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

36. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged

with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____

Ty Penserga, Mayor

SUNBELT WASTE EQUIPMENT, LLC

_____

(Signature), Company

Drew Weil

Print Name of Authorized Official

General Manager

Title

Approved as to Form:

_____

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attest/Authenticated:

_____

(Signature), Witness

Attested/Authenticated:

_____

Maylee DeJesus, City Clerk

_____

Print Name

EXHIBIT A
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
Heil Refuse Truck Repair, Service, and Maintenance Services Task Order

Vendor: Sunbelt Waste Equipment, LLC
Procurement: Sole Source

1. **Task/Project**. _____

2. **Scope of Services**.
The scope of services under this Task Order is attached as **Exhibit A.**

3. **Deliverables and Schedule**.
Vendor shall deliver to the City the deliverables specified within _____ after complete execution of this Task Order and issuance of a PO by the City.

4. **Compensation**.
The total Fee to be paid to the Vendor under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit A.**

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the Heil Truck Repair, Service, and Maintenance Services Agreement, dated _____, by and between the City of Boynton Beach and Sunbelt Waste Equipment, LLC.

6. **Insurance**.
Vendor shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed**.

Vendor's receipt of a fully executed copy of this Task Order and a PO issued by the City shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully executed Task Order and PO were emailed to the Vendor.

VENDOR:
SUNBELT WASTE EQUIPMENT, LLC

By: _____

Print Name: Drew Weil

Date: September 24, 2024

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 2024

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT B
FEE SCHEDULE

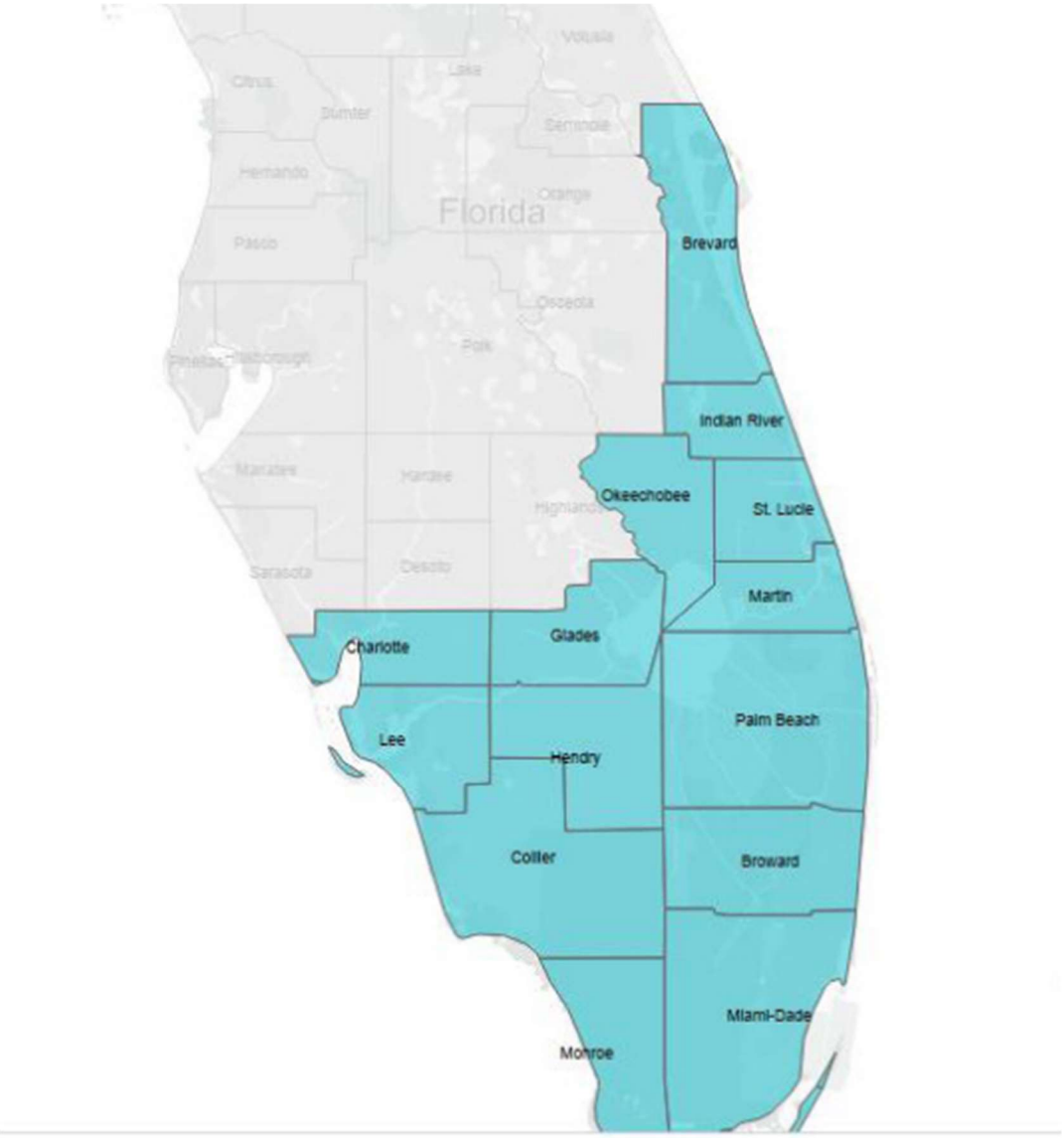
Labor Rate $165 per hr.

***Parts to be billed at then-current catalog price, less any applicable discounts**

08/14/2024

To whom it may concern,

Sunbelt Waste is the sole authorized dealer and distributor for 3rd Eye and Heil Products products in South Florida and the Florida Keys:



Accordingly, Sunbelt Waste is responsible for both sales and support (including but not limited to factory-authorized warranty work and sale of Heil service parts) for all Heil products in the counties of Florida as listed in the image above, as well as the Florida Keys. There are no other Heil authorized dealers in the counties listed above in Florida for Original Equipment Manufacturer ("OEM") service parts for our Products. Regards,

Timothy Trainum

Timothy Trainum
Regional Sales Manager
Environmental Solutions Group

Purchasing Division
Sole/Single Source Justification Form

This form shall be completed and approved prior to all sole source purchases

Sole Source Definition - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

a. There is only one source or one reasonable source for the required commodity, service, or construction, or;

b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;

c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

Single Source Definition - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
Requestor	
Department	Public Works
Division	Fleet Management & Mobility
Point of Contact	Dave Persad
Phone Number	561-742-6215
Vendor	
Company Name	Sunbelt Hydraulic & Equipment
Address	2201 NW 22nd Street, Pompano Beach FL 33069
Phone Number	561-441-3174
Point of Contact and Title	Mickey Chavez
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	Sole Source for Heil Refuse Bodies. Provides service, parts and warranty of Heil Refuse Bodies
Product or Service	
Product/Service Name	OEM Warranty and Repairs
Manufacturer	Heil Refuse Bodies
Make/Model #	
Price	
Did you negotiate the terms or prices with the vendor? ☐ Yes ☒ No	
Why is this price considered to be fair and reasonable? Comparison performed using the State of Florida Managed Services website to compare rates on what they have on file for Consultants.	

Purchasing Division
Sole/Single Source Justification Form

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☒ Yes ☐ No

Section B – Justification

This is a sole source because (choose any that apply):

☒ Sole provider of a licensed or patented good or service

☒ Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.

☐ Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)

☒ Single Source of factory-authorized warranty service

☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).

☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? **Please be specific. See attached sole source letter**

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C – Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Department Director

AHolmes — Signature

8/16/24 — Date

2. Purchasing Manager/Finance Director

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☑ / do not recommend ☐ this being certified as a sole source.

Required ☑ / not required ☐ to be advertised for a period of 7 business days before award.

Signature

9/16/24 — Date

SUNBELT WASTE EQUIPMENT 2201 NW 22nd ST, POMPANO BEACH, FL 33069 – (561) 274-8505

August 29, 2024

Mr. Dave Persad
Division Director, Fleet Management
City of Boynton Beach

222 N. E. 9th Ave.
Boynton Beach 33435

Dear Dave:

As requested, our current shop labor rate for unit repair is $165.00 per hour.

If we can be of further assistance please contact us at any time.

Best Regards,

Drew Weil
General Manager

HEIL

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-235- Award Bid #UTL24-060 for "Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems" to Madsen/Barr Corp. as the primary vendor and Hinterland Group, Inc. as the secondary vendor. The expected expenditure amount for the term of this agreement is $3,000,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-235.

Explanation of Request: Bid Term: October 2, 2024 through October 1, 2026

On August 29, 2024, Procurement Services opened and tabulated four (4) bids for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems. All bids were reviewed by the Procurement Department and the Field Operations Division Director. It was determined to recommend this award on a primary and secondary basis. Madsen/Barr Corp. as the Primary and Hinterland Group, Inc. as the Secondary.

The City seeks a maximum of two qualified contractors to furnish, install, and provide labor and materials to complete repairs to the City's Utility Systems. The work will be performed on an "as needed" basis. Repairs generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems.

The bid will allow for three (3) additional one (1) year renewals subject to vendor acceptance, satisfactory performance, and determination that the renewal is in the best interest of the City.

How will this affect city programs or services? The purpose of this bid is to seek a maximum of two qualified contractors to provide repairs and services to various underground and other Utility Systems.

Fiscal Impact: Budgeted. Funds are budgeted and available.

Attachments:
R24-235 Agenda_Item_2164-2023_Resolution_for_Award_ITB__UTL24-060.docx
Exhibit A to Resolution - UTL24-060 Executed by Vendor - Madsen Barr Corporation.pdf
Exhibit B to Resolution - UTL24-060 Executed by Vendor - Hinterland Group Inc.pdf
Exhibit A to Agmts - Cost Analysis UTL24-060 - Final.pdf

ReBid Repairs and Emergency Repair Svs- REVISED 8.28.24.pdf
UTL24-060 Addenda.pdf
BidAnalysis Compliance UTL24-060.pdf
UTL24-060 - MadsenBarrCorporate.pdf
UTL24-060 HinterlandGroupInc.pdf
UTL24-060 COI - Madsen Barr Corp.pdf
UTL24-060 COI - Hinterland Group Inc.pdf

RESOLUTION NO. R24-235

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. UTL24-060 FOR REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS TO MADSEN/BARR CORPORATION AS THE PRIMARY VENDOR AND HINTERLAND GROUP INC. AS THE SECONDARY VENDOR; APPROVING AN AGREEMENT WITH MADSEN/BARR CORPORATION; APPROVING AN AGREEMENT WITH HINTERLAND GROUP INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 29, 2024, the Procurement Division opened and tabulated four (4) bids for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems. All bids were reviewed by the Procurement Division and the Field Operations Division Director. It was determined to recommend this award on a primary and secondary basis. Madsen/Barr Corp. as the primary vendor and Hinterland Group, Inc. as the secondary vendor; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award an Invitation to Bid No. UTL24-060 for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems to Madsen/Barr Corporation as the primary vendor and Hinterland Group, Inc. as the secondary vendor, approve an agreement with Madsen/Barr Corporation, and approve an Agreement with Hinterland Group, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby awards Invitation to Bid No. UTL24-060 for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems to Madsen/Barr Corporation as the primary vendor.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby awards Invitation to Bid No. UTL24-060 for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems to Hinterland Group Inc. as the secondary vendor.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Madsen/Barr Corporation and the City for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems (the "Agreement") in form and substance similar to that attached as "Exhibit A."

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Hinterland Group Inc. and the City for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems (the "Agreement") in form and substance similar to that attached as "Exhibit B."

SECTION 6. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 7. One fully executed of each Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreements shall be provided to Tremaine Johnson to forward to the Vendors.

SECTION 8. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney



AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MADSEN BARR CORPORATION

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Madsen Barr Corporation, a corporation authorized to do business in the State of Florida, with a business address of 12113 Indian Mound Road, Wellington, FL 33449, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Re-Bid No. UTL24-060 Repair and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Repair and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems** on an as-needed basis by way of individual Purchase Orders or Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scope or work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-033 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-033, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-033; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed with the applicable Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of **two (2) years**, commencing on October 2, 2024, and shall remain in effect through October 1, 2026, unless otherwise terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to **three (3) additional one-year terms** (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term."

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Any requested price increase will be subject to the City's approval at one (1) year renewals. No price changes shall be authorized during the Initial Term. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's Commission approval. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any

approved price adjustments shall become effective on the beginning date of the approved bid extension.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached to this Agreement as Exhibit A, in accordance with the following:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

   B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

   C. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement. VENDOR acknowledges that if a construction bond is required, final payment under a Task Order shall not be made until consent of surety us received by CITY.

   D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and all materials, supplies, equipment and incidentals necessary to complete the Work.

   E. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

   F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

   A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) business days of written notice by the CITY to the VENDOR in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the

objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17**. NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN: John Barr
Address: 12113 Indian Mound Rd
Wellington, FL 33449
Phone: (954) 401-6758
Email: johnbarr@madsenbarr.com

18. **PUBLIC RECORDS**. The Vendor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the Work;

B. 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 the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
   A. Definitions for this Section:

      i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for

salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement.

Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

I. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment

thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

V. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) business days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the Work of VENDOR and proceed to perform Work under the Agreement, at its own cost and expense.

i. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no

higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor

Date: _____

MADSEN BARR CORPORATION

(Signature), Madsen Barr Corporation

JOHN BARR

Print Name of Authorized Official

PRESIDENT

Title

Date: 9/9/24

(Corporate Seal)

Attest/Authenticated:

Witness

NINA BARR, V.P.

Print Name

Approved as to Form:

Shawna G. Lamb,
Office of the City Attorney

Maylee De Jesus, City Clerk

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND HINTERLAND GROUP INC.

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Hinterland Group, Inc., a corporation authorized to do business in the State of Florida, with a business address of 2051 W. Blue Heron Blvd, Riviera Beach, FL 33404, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Re-Bid No. UTL24-060 Repair and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Repair and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems** on an as-needed basis by way of individual Purchase Orders or Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scope or work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-033 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-033, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-033; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed with the applicable Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of **two (2) years**, commencing on October 2, 2024, and shall remain in effect through October 1, 2026, unless otherwise terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to **three (3) additional one-year terms** (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term."

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Any requested price increase will be subject to the City's approval at one (1) year renewals. No price changes shall be authorized during the Initial Term. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's Commission approval. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any

approved price adjustments shall become effective on the beginning date of the approved bid extension.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached to this Agreement as Exhibit A, in accordance with the following:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

   B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

   C. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement. VENDOR acknowledges that if a construction bond is required, final payment under a Task Order shall not be made until consent of surety us received by CITY.

   D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and all materials, supplies, equipment and incidentals necessary to complete the Work.

   E. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

   F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

   A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) business days of written notice by the CITY to the VENDOR in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the

objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17**. NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN: Daniel Duke
Address: 2051 W. Blue Heron Blvd
Riviera Beach, FL 33404
Phone: (561) 640-3503
Email: info@hinterlandgroup.com

18. **PUBLIC RECORDS**. The Vendor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the Work;

B. 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 the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
   A. Definitions for this Section:

      i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for

salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement.

Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

I. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment

thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

V. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) business days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the Work of VENDOR and proceed to perform Work under the Agreement, at its own cost and expense.

i. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no

higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor

Date: _____

HINTERLAND GROUP, INC.

(Signature), Hinterland Group, Inc.

Chase Rogers
Print Name of Authorized Official

COO & Senior Estimator
Title

Date: 09/11/2024

(Corporate Seal)

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Attest/Authenticated:

Witness

Lori Guild
Print Name

Approved as to Form:

Shawna G. Lamb,
Office of the City Attorney

Maylee De Jesus, City Clerk

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated April 25, 2023

Daniel Duke III, President

Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023 by Daniel Duke, III.

Lori Guild

Notary Public

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

UTL24-060 - Re Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems - Overview of Specifications and Schedule of Prices

Hinterland Group, Inc.
Submission 1
Scenario # 1

Item	Description	Quantity		Unit Price		Total
GC-1	Emergency Mobilization/Demobilization For Rear Easement Repairs	1	$	15,000.00	$	15,000.00
SWR-12	F&I 8" PVC Sewer Main in Rear Eastment 16'-20' Deep	10	$	425.00	$	4,250.00
R-14	Floratam Sod - over 1000 SF	2600	$	3.00	$	7,800.00
BP-1	Bypass 8" Sewer Setup	1	$	1,000.00	$	1,000.00
WP-2	Wellpoint System with more than 150 points	1	$	7,500.00	$	7,500.00
				Subtotal:	**$**	**35,550.00**
				Excluding estimated 'actual cost reimbursement by City' items	**$**	**35,550.00**

Hinterland Group, Inc.
Submission 1
Scenario # 2

Item	Description	Quantity		Unit Price		Total
GC-2	Emergency Mobilization/Demobilization for Utility Right of Way	1	$	12,000.00	$	12,000.00
GC-12	Density Tests	1	$	400.00	$	400.00
GC-13	Proctor Tests	1	$	150.00	$	150.00
SWR-90	F&I 16" DIP Sewer Force Main - 3'-6' Deep	6	$	260.00	$	1,560.00
SWR-103	Ductile Iron Fittings for WW Force Main	0.2	$	15,000.00	$	3,000.00
SWR-110	16" Megalug Joint Restrain for DIP	4	$	680.00	$	2,720.00
R-12	Bahia Sod - over 1000 SF	1500	$	2.00	$	3,000.00
R-17	Remove and Dispose Asphalt	45	$	25.00	$	1,125.00
R-22	F&I 1-1/2" SP-12.5 Asphalt First Course in FDOT ROW	45	$	120.00	$	5,400.00
R-23	F&I" Type FC - 9.5 Asphalt Surface Course in FDOT ROW	45	$	120.00	$	5,400.00
R-28	8" Limerock	45	$	85.00	$	3,825.00
				Subtotal:	**$**	**38,580.00**
				Excluding estimated 'actual cost reimbursement by City' items	**$**	**38,030.00**

Hinterland Group, Inc.
Submission 1
Scenario # 3

Item	Description	Quantity		Unit Price		Total
GC-4	Non-Emergency Mobilization/Demobilization	1	$	7,500.00	$	7,500.00
STM-47	F&I 48" CAP Stormwater Main in Utility ROW- 10'-12' Deep	20	$	720.00	$	14,400.00
R-12	Bahia Sod - over 1000 SF	3000	$	2.00	$	6,000.00
WP-1	Well Point System up to 150 Points	1	$	4,500.00	$	4,500.00
				Subtotal:	**$**	**32,400.00**
				Excluding estimated 'actual cost reimbursement by City' items	**$**	**32,400.00**

Hinterland Group, Inc.
Submission 1
Scenario # 4

Item	Description	Quantity		Unit Price		Total
GC-2	Emergency Mobilization/Demobilization for Utility Right of Way	1	$	12,000.00	$	12,000.00
GC-10	MOT DOT Roadway	1	$	4,500.00	$	4,500.00
GC-12	Density Tests	1	$	400.00	$	400.00
GC-13	Proctor Tests	1	$	150.00	$	150.00
WTR-16	16" DIP Water Main in Utility ROW	40	$	225.00	$	9,000.00
WTR-23	Ductile Iron Fittings for Water Main	0.2	$	15,000.00	$	3,000.00
WTR-30	16" Megalug Joint Restraint	4	$	680.00	$	2,720.00
R-17	Remove and Dispose Asphalt	25	$	25.00	$	625.00
R-18	Mill Existing Pavement	111	$	80.00	$	8,880.00
R-19	Furnish and Install Asphalt Overlay	111	$	65.00	$	7,215.00
R-22	F&I 1-1/2" SP -12.5 Asphalt First Course in FDOT ROW	25	$	120.00	$	3,000.00
R-28	8" Limerock	25	$	85.00	$	2,125.00
				Subtotal:	**$**	**53,615.00**
				Excluding estimated 'actual cost reimbursement by City' items	**$**	**53,065.00**

UTL24-060 - Re Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems - Overview of Specifications and Schedule of Prices

Madsen Barr Corporation
Submission 1
Scenario # 1

Item	Description	Quantity	Unit Price	Total
GC-1	Emergency Mobilization Rear Easement	1	$ 1,000.00	$ 1,000.00
GC-8	MOT Residential Street	0.5	$ 315.00	$ 157.50
GC-12	Density Tests	3	$ 18.00	$ 54.00
GC-13	Proctor Tests	1	$ 75.00	$ 75.00
SWR-12	8-inch PVC C-900 Sewer, Rear Easement 16-20' Cut	10	$ 700.00	$ 7,000.00
SWR-101	Reconstruct 6-inch Sewer Lateral Single	0.5	$ 6,000.00	$ 3,000.00
R-14	Floratam Sod	2600	$ 0.85	$ 2,210.00
R-16	Water and Irrigate Sod	2.5	$ 62.50	$ 156.25
BP-1	Bypass 8-inch Set Up	1	$ 525.00	$ 525.00
BP-5	Bypass 4-inch Pump	1	$ 1,575.00	$ 1,575.00
WP-2	Well Point System	0.75	$ 2,750.00	$ 2,062.50
			Subtotal:	**$ 17,815.25**
			Excluding estimated 'actual cost reimbursement by City' items	**$ 17,686.25**

Madsen Barr Corporation
Submission 1
Scenario # 2

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization ROW	1	$ 1,000.00	$ 1,000.00
GC-10	MOT FDOT	1	$ 2,025.00	$ 2,025.00
GC-12	Density Tests	5	$ 18.00	$ 90.00
GC-13	Proctor Tests	2	$ 75.00	$ 150.00
SWR-90	16-inch DIP Epoxy FM	6	$ 225.00	$ 1,350.00
SWR-103	DI Fittings for Wastewater	0.08	$ 9,000.00	$ 720.00
SWR-110	16-inch Megalugs	4	$ 250.00	$ 1,000.00
R-12	Bahia Sod Replacement	1500	$ 0.75	$ 1,125.00
R-16	Water and Irrigate Sod	1.5	$ 62.50	$ 93.75
R-20	FDOT Asphalt SP-12.5 1 5/8 Inch	44	$ 67.00	$ 2,948.00
R-27	Limerock - Primed	44	$ 36.00	$ 1,584.00
			Subtotal:	**$ 12,085.75**
			Excluding estimated 'actual cost reimbursement by City' items	**$ 11,845.75**

Madsen Barr Corporation
Submission 1
Scenario # 3

Item	Description	Quantity	Unit Price	Total
GC-4	Mobilization ROW	1	$ 1,000.00	$ 1,000.00
GC-8	MOT Residential Street	1	$ 315.00	$ 315.00
GC-12	Density Tests	4	$ 18.00	$ 72.00
GC-13	Proctor Tests	1	$ 75.00	$ 75.00
STM-47	48-inch CAP 10/12' Cut	20	$ 800.00	$ 16,000.00
R-12	Bahia Sod Replacement	3000	$ 0.75	$ 2,250.00
R-16	Water and Irrigate Sod	1.5	$ 62.50	$ 93.75
WP-1	Well Point System	0.5	$ 4,450.00	$ 2,225.00
			Subtotal:	**$ 22,030.75**
			Excluding estimated 'actual cost reimbursement by City' items	**$ 21,883.75**

Madsen Barr Corporation
Submission 1
Scenario # 4

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization ROW	1	$ 1,000.00	$ 1,000.00
GC-10	MOT FDOT	1	$ 2,025.00	$ 2,025.00
GC-12	Density Tests	5	$ 18.00	$ 90.00
GC-13	Proctor Tests	2	$ 75.00	$ 150.00
WTR-16	16-inch DIP Water Main ROW	40	$ 220.00	$ 8,800.00
WTR-23	DI Fittings for WM	0.07	$ 8,500.00	$ 595.00
R-18	Mill FDOT Asphalt	111	$ 65.00	$ 7,215.00
R-19	Asphalt Overlay	111	$ 65.00	$ 7,215.00
R-20	Asphalt Patch SP 12.5 1 5/8-inch	111	$ 67.00	$ 7,437.00
R-27	Limerock-Primed	111	$ 36.00	$ 3,996.00
			Subtotal:	**$ 38,523.00**
			Excluding estimated 'actual cost reimbursement by City' items	**$ 38,283.00**

REVISED

INVITATION TO RE-BID
FOR
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

NON-MANDATORY PRE-BID CONFERENCE TO BE HELD:
AUGUST 9, 2024, 10:00 A.M.

LOCATION:

CITY OF BOYNTON BEACH
CITY HALL, ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435
(Entrance to Conference Room 115 is on Seacrest Boulevard)

ONLINE SUBMISSION ONLY
Boynton-beach.bidsandtenders.net
BID CLOSING DATE: AUGUST 29, 2024
BID CLOSING TIME: 2:30 P. M.

THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS:
AUGUST 16, 2024 NO LATER THAN 2:30 P.M.

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Attachment 'A' – Schedule of Bid Items

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Attachment 'C' – Sample Performance Evaluation Questionnaire

APPENDIX:

Appendix 'A' – Boynton Beach Utilities Depart Construction Standards & Details - Water Service Details - Dated 2022

Appendix 'B' – Boynton Beach Utilities Depart Construction Standards & Details - Sanitary Sewer Details - Dated 2022

Appendix 'C' – USF 4155 Frame & 6614 Steel Reticuline Grate

Appendix 'D' – 2006 FDOT Design Standards Structure Bottoms Type J and P

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, forms the Contract for this Project.

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323

INVITATION TO RE-BID
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

BID No. UTL24-060

NOTICE TO CONTRACTORS

Electronic bids shall be received by the bidding system up until: **AUGUST 29, 2024; No Later Than 2:30 P.M. (Local Time).**

All BID's received will be publicly opened and acknowledge of receipt. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that Vendor(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF WORK:

The City of Boynton Beach is seeking a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

The foregoing description is general in nature; specific scopes of work will utilize these bid documents, Technical Specifications, and the Boynton Beach Utilities Department Construction Standards & Details, 2022 Edition (Appendix A and B) and are hereby incorporated into this bid document by reference.

REQUIRED QUALIFICATIONS:

At the time of bid submittal, the Vendor must possess and provide written evidence of the firm being licensed to contract the scope of work in Palm Beach County with **either of** the following:

- Underground Utility License
- **General Contractor License**

A NON-MANDATORY Pre-Bid Conference is scheduled for **AUGUST 9 2024, at 10:00 A.M.** to be held at the City of Boynton Beach, City Hall Room 115, 100 E. Ocean Avenue, Boynton Beach, Florida 33435. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed ITB, answer questions on the solicitation document, provide instruction for submitting to the Invitation to Bid, and discuss other relevant issues. In the event that any discussions or questions at the pre-bid meeting require,

in the City's opinion, official additions, deletions or clarifications of the solicitation, or any other document, the City will issue an addendum to this Invitation to Bid, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-bid meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-bid meeting shall be submitted in writing through the City's e-procurement bidding system Boynton-beach.bidsandtenders.net by the submit questions deadline date and time.

The scope of work is more clearly defined in the Contract Documents, Special Conditions, and Terms and Conditions for City Furnished Materials (if applicable), Technical Specifications, and Project Drawings, which are hereby not listed in any order of precedence.

At the time of the bid opening, each Vendor shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Vendor to examine any form, instrument or document shall in no way relieve any Vendor from any obligation in respect to this bid.

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required, if applicable, upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the Vendor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation

to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or Responses.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

CITY OF BOYNTON BEACH

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

INSTRUCTIONS TO BIDDERS

1. The City of Boynton Beach utilizes an electronic online bidding system service for notification and distribution of its solicitation documents, please visit Boynton-beach.bidsandtenders.net.

2. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the City's e-Procurement Bidding System. Hardcopy submissions are not permitted.

3. Electronic Request for Qualifications/Request for Proposals/Invitation to Bid Proposals for this solicitation shall be received by the City's e-Procurement bidding system no later than: **AUGUST 29, 2024 No Later Than 2:30 PM (Local Time).**

4. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Vendor to have their Request for Qualification/Request for Proposal/Invitation to BID submittal submitted online.

5. Vendors shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

6. It is the responsibility of the Vendor to have received all Addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the Bid closing time and date in the event additional addenda is issued.

7. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the solicitation documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

8. Vendors are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

9. For the above reasons, it is recommended that the Vendor allow sufficient time to complete your Bid Submission and to resolve any issues that may arise.

10. Vendors should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Vendor advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

11. To ensure receipt of the latest information and updates via email regarding this Request for Qualifications/Request for Proposals/Invitation to Bid, or if a Vendor has obtained this Solicitation from a third party, the responsibility is on the Vendor to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

12. All expenses for making SUBMITTAL responses to the City are to be borne by the Vendor.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Request for Qualifications/Request for Proposals/Invitation to Bid for review. Any exceptions taken to the terms and conditions of the City's agreement shall be considered a part of Vendor's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions to the agreement does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a vendor's submittal. The City reserves the right to modify the contract language prior to execution following the selection of the top firm(s).

14. Each Vendor, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a Request for Qualifications/Request for Proposals/Invitation to Bid; damages, if any, shall be limited to the actual cost of the preparation of the Bid or Proposal.

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REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

STANDARD TERMS AND CONDITIONS FOR BIDDERS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor" as used below may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractor, and subconsultant.

1. FAMILIARITY WITH LAWS: The Vendor is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Vendor will in no way relieve Vendor of responsibility to adhere to such regulations.

2. RFP/RFQ/BID FORMS: The Vendor will submit an RFP/RFQ/BID on the RFP/RFQ/BID forms provided. The Vendor must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Vendor is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFP/RFQ/BID forms must be executed and submitted for easy identification. Bids/Proposals not submitted on Bid or Proposal forms herein may be rejected. All RFPs/RFQs/BIDs are subject to the conditions specified within this solicitation document. Submittals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFP/RFQ/BID: RFP/RFQ/BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. SOLICITATION DEADLINE: It is the Vendor's responsibility to ensure that the Bid/Proposal is submitted electronically by or at the proper time and date prior to the solicitation deadline. Late Submittal Responses are not permitted by the e-Procurement Bidding System.

6. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids or proposals, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible Vendor(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a Vendor's proposed service; ability to supply and provide service; delivery to required schedules, and past performances in other contracts with the City or other government entities.

7. AGREEMENT EXTENSION: The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by mutual agreement and by filing a written notice signed by the vendor to the City's Purchasing Department without further City Commission action. The extension shall provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

8. RIGHTS OF THE CITY: The City expressly reserves the right to:

    A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible Vendor meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
    B. Waive any defect, irregularity, or informality in any RFP, RFQ, or BID procedure;
    C. Reject or cancel any or all RFP, RFQ or BID;
    D. Reissue a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (BID);
    E. Extend the RFP, RFQ, BID deadline time and date;
    F. Procure any item by other means;
    G. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQs), Invitation to Bid (BID);
    H. Consider and accept an alternate RFP/RFQ/BID as provided herein when most advantageous to the City.

9. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Vendor has:

    A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
    B. A satisfactory record of performance;
    C. A satisfactory record of integrity;
    D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
    E. Supplied all necessary information in connection with the inquiry concerning responsibility;

10. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Vendors. Automatic disqualifiers are as follows:

    A. Not including an executed Vendor signature.
    B. Not being licensed to perform the required work or to provide the required product.
    C. Not being eligible to submit a proposal due to violations listed under Item No.29, “Public Entity Crimes.”
    D. Not completing the RFP, RFQ, or BID Submittal Forms as required.

11. DIRECT PURCHASES: Procedure used by the City to make direct purchases of any materials/equipment and make direct payment to the Vendor. The City reserves the right to issue purchase orders for materials to either the Contractor’s / Consultant’s / Vendor’s or the City’s suppliers for construction/public works-related materials when deemed in the best interest of the City.

12. INFORMATION AND DESCRIPTIVE LITERATURE: Vendors must furnish all information requested in the spaces provided on the bid/proposal form. Further, as may be specified elsewhere, each Vendor must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

13. SIGNING OF CONTRACT: The Award Letter will be presented to the Successful Vendor. Within ten (10) calendar days after issuance of the award letter, the successful Vendor shall sign and deliver the Contract with the required bonds and insurance certificates to the City. After receipt and approval of such documents, the Contract will be executed. Within thirty (30) calendar days thereafter, the City shall deliver a fully signed and executed Contract to the successful Vendor. At times a purchase order will be issued in lieu of a contract agreement. The General Terms and Conditions of the City’s purchase order shall apply and prevail over any conflicting terms or conditions.

14. INTERPRETATIONS: To ensure fair consideration for all Vendors, the City prohibits communication to or with any department, officer, or employee during the solicitation process except as otherwise

specified. If the Vendor should be in doubt as to the meaning of any of the RFP, RFQ, or BID documents, or is of the opinion that the plans and/or specifications contain errors, contradictions, or reflect omissions; the Vendor shall direct questions to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this Bid, no later than ten (10) days prior to the RFP, RFQ, or BID deadline.

15. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

16. SUBCONTRACTING: If a Vendor subcontracts any portion of a Contract for any reason, the Vendor must state the name and address of the sub-contractor/sub-consultant and the name of the person to be contacted on the online form within the e-bidding system under "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids/proposals wherein a sub-contractor/sub-consultant is named and to make the award to the Vendor, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a Bid/Proposal of any Vendor if the RFP, RFQ, or BID names a sub-contractor/sub-consultant who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of any sub-contractor/sub-consultant in order to make determination as to the foregoing. The sub-contractor/sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP), Request for Qualifications (RFQ), or BID. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contractor/sub-consultant contracting opportunities. The City reserves all rights in order to make a determination as to the foregoing.

17. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Vendor through the City's e-Procurement System Boynton-beach.bidsandtenders.net, it is the responsibility of each Vendor to have received ALL addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid/proposal and up until the bid closing time and date in the event, additional addenda are issued. If a Vendor submits their bid/proposal prior to the BID closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Vendor's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Vendor can view this status change in the "MY BIDS" section of the Bidding System.

    The Vendor is solely responsible to:

    - make any required adjustments to their Bid/Proposal; and
    - acknowledge the addenda; and
    - Ensure the re-submitted Bid/Proposal is RECEIVED by the Bidding System no later than the stated Bid/Proposal closing time and date.

18. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid/proposal products or services at the prices bid/proposal in this solicitation. If additional quantities are not acceptable, the bid sheets must be noted: **"BID/PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

19. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the Vendor's expense. Request for the return of samples may be made within ten (10) days following the RFP, RFQ, or BID deadline. Each individual sample must be labeled with the Vendor's name, manufacturer's brand name and number, and item reference.

20. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the Vendor. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid/proposal product or service application, will form the Bid/Proposal Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate

and independent awards based on its needs and the combined evaluation results.

21. ESCALATOR CLAUSE: Any bid or proposal which is submitted subject to an escalator clause will be rejected.

22. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the Vendor's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the Vendor's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents. Any exceptions not noted in Vendor's proposal shall be deemed waived.

23. ALTERNATES: Where a base bid/proposal is provided for, the Vendor shall submit a bid/proposal on the base bid/proposal and may exercise their own prerogative in submitting a bid/proposal on alternate items. The Owner reserves the right to accept or reject the alternates or base bid/proposal or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

24. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the Vendor being found in default in which event any and all procurement costs may be charged against the defaulted Vendor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

25. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

26. ANTITRUST CAUSE OF ACTION: In submitting a bid/proposal to the City of Boynton Beach, the Vendor offers and agrees that if the bid/proposal is accepted, the Vendor will convey, sell, assign or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Vendor.

27. GOVERNMENTAL RESTRICTIONS: In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Vendor to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

28. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Vendor will in no way be a cause for relief from responsibility.

29. ON PUBLIC ENTITY CRIMES – All Request for Proposals, Request for Qualifications, Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or 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".

30. SCRUTINIZED COMPANIES LISTS Florida Statues Section 287.135: By submission of this RFP, RFQ, or Bid, the Vendor certifies that the Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

31. NON-COLLUSION AFFIDAVIT: The vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in an unfair advantage for one or more vendors over other vendors. A conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or another act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the City.

    Each Vendor shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

32. TRADE SECRET: Any language contained in the Vendor's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Vendor submits any documents or other information to the City which the Vendor claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Vendor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Vendor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Vendor's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Vendor agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

    EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

33. ANTI-KICKBACK AFFIDAVIT: Each Vendor shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

34. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Vendor shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.

35. ADVERTISING: In submitting a RFP, RFQ, or BID, the Vendor agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

36. ASSIGNMENT: Any Purchase Order issued pursuant to this Request for Proposals, Request for Qualifications, or Invitation to Bid and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

37. INDEMNIFICATION: The selected Vendor(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected Vendor(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Vendor's operation pursuant to this Contract, and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, including through the conclusion of any appeals, and from and against any orders or judgments which may be entered therein. The extent of Vendor's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. The City shall notify the Vendor within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Vendor hereunder, for which the City may be entitled to a claim or indemnity against the Vendor, under the provisions of this Contract. Vendor shall have the right to control the defense of any such claim suit or actions. The Vendor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the Vendor's breach of any of the provision of the contract. Vendor shall not be responsible for negligent acts of the City or its employees.

38. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Vendor is awarded a contract as a result of this Request for Proposal or Invitation to Bid, Vendor will, if Vendor has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

39. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible Vendor whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any Vendor, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Vendor. In no case will the award be made until all necessary investigations have been made into the responsibility of the Vendor and the City is satisfied that the most responsive, responsible Vendor is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

40. AS SPECIFIED: A Purchase Order will be issued to the successful Vendor with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

41. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid/proposal total. The Vendor's invoice payment terms must be shown.

42. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and

equipment, shall be guaranteed by the Vendor to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the Vendor will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

43. PRICES, TERMS, AND PAYMENT: Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Vendor is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

    Upon delivery, the City shall make a final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due to the Vendor shall be withheld until a visual inspection is made by the **CITY'S DESIGNEE** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the Vendor shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the Vendor unless such loss or damages have been proven to be the result of negligence by the City.

44. TIME OF DELIVERY: The Vendor shall state in the bid/proposal the time of delivery of the equipment. Time is of importance to the City and the Vendor is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

    All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

45. CERTIFICATIONS, LICENSE, AND PERMITS: Unless otherwise directed by the City, the vendor should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor. If applicable, the vendor shall also maintain a current Local Business Tax Receipt (Occupational License) for County and all permits required to complete the agreement/contractual service at no additional cost to City. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the successful vendor to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City. It is the responsibility of the vendor to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the agreement/contract, inclusive of any renewals. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors. Failure to meet this requirement shall be considered a default of the agreement/contract.

46. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The Vendor certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Vendor further certifies that if awarded as the successful Vendor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

    Vendor certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State

safety regulations and requirements.

47. PALM BEACH COUNTY INSPECTOR GENERAL: The Vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the Vendor and its subcontractors and lower-tier subcontractors. The Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Vendor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

48. PUBLIC RECORDS: Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications or Invitation to Bid are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service;

    B. 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 the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

    D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

49. E-VERIFY: Vendor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    1) Definitions for this Section:

    "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a

public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

50. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701: Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. Vendors are further notified that the City's governing body may not give preference to a Vendor based on the Vendor's social, political, or ideological interests.

51. VENUE AND GOVERNING LAW: Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

52. SOVEREIGN IMMUNITY: Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

53. LOCAL BUSINESS PREFERENCE
The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference. “For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business’ bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue-generating contracts where award, if any, is to be made to the Vendor returning the highest amount to the City, the same preference set forth herein shall be applied with

respect to the highest bid/proposal."

In order to be considered for a local business preference, **a Vendor must include the Local Business Status Certification Form at the time of bid, or proposal submittal.** Failure to submit this form at the time of bid/proposal submittal will result in the Vendor being found ineligible for the local business preference for this solicitation.

Failure of the Vendor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

54. LEGAL EXPENSES: The City shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the submission of a Request for Proposals, Request for Qualifications, or Invitation to Bid, the interpretation or enforcement of the agreement/contract, or from any other matter generated by or relating to the agreement/contract.

55. NO THIRD-PARTY BENEFICIARIES: No provision of the agreement/contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity, not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Vendor.

56. SUCCESSORS AND ASSIGNS: The City and the Vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Bid or proposal and any resulting Contract. Neither the City nor the Vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

57. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

58. INSURANCE REQUIREMENTS: Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this agreement/contract. All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "The City of Boynton Beach". The Vendor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of agreement/contract.

59. MISTAKES: Vendors are expected to examine the specifications, delivery schedule, bid or proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk.

60. FORCE MAJEURE: The agreement/contract which is awarded to the successful vendor may provide that the performance of any act by the City or Vendor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to vendor for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

61. PERFORMANCE DURING EMERGENCY: The vendor agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, City shall be given "first priority" for all goods and/or services under the agreement/contract. The vendor agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. The vendor shall furnish a 24-hour phone number to the City.

Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the vendor to sanctions from doing further business with the City.

62. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER: Should sales promotions occur during the term of the agreement/contract that lower the price of the procured item, the vendor shall extend to the City the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the agreement/contract. The vendor warrants that the price(s) shall not exceed the vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the vendor offers more favorable pricing to one of its customers, the vendor shall extend to the City the same pricing or the then-current market price, whichever is lower.

63. REMEDIES: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

64. ENDORSEMENTS: No endorsements by the City of the goods and/or services will be used by the vendor in any way, manner or form.

65. SEAL, LOGO, and FLAGS: The Vendor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of the City or agency officials without specific written pre-approval.

66. DRUG-FREE WORKPLACE: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

    a. 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.

    b. Inform employees about the dangers of drug abuse in the workplace, the Vendor'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.

    c. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item Number A above.

    d. In the statement specified in Item Number A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

    e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

    f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

67. PROTEST PROCEDURE: Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less. The bond will be refunded to a protester if the protest is upheld. The protest must identify the

solicitation, specify the basis for the protest, and be received by the Purchasing Department within the deadlines as follows:

A. If the protest relates to a Request for Proposals, Request for Qualifications, or Invitation to Bid, the protest shall be received prior to the bid or proposal submittal deadline date.
B. If the protest relates to any other matter relating to the RFP, RFQ, or BID, including, but not limited to, the Award of an Agreement/contract, the protest must be received no later than seven (7) regular business days after the date of notification of award by the Purchasing Staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

68. DEFAULT AND TERMINATION FOR CAUSE: The City may, by written notice of default to the vendor, terminate the agreement/contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the vendor, the City may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

69. TERMINATION FOR CONVENIENCE: Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the vendor, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire agreement/contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

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REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to seek a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Repairs will be made to the City's Water Distribution, Wastewater Collection, and Storm Water Systems and generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt, and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and surrounding service areas.

The City of Boynton Beach is seeking the services of a qualified Contractor/Vendor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

AWARD: At bid submittal, the Vendor must submit price proposal responses for the four (4) scenarios listed in the **Scheduled & Emergency Repair Scenarios** (Attachment "B"). The price proposal for each scenario must be prepared with the pricing submitted in the **Schedule of Bid Items** form (Attachment "A"). Bidders shall be deemed non-responsive if the **Scheduled & Emergency Repair Scenarios** are incomplete or contain errors. The Bids will be evaluated based on the price proposals submitted for each of the four (4) scenarios.

Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. The City reserves the right to automatically renew the agreement for three (3) additional one (1) year renewals subject to vendor acceptance, and satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. Agreement renewals are only effective and valid if in writing and executed by the City's Finance Director or Designee.

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no

time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.

- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.

- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.

- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.

- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.

- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.

b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times.

   The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.

c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect and agent, servant or employee of the City.

d. Any performance or non-performance issues noted by the Project Manager or their representative(s) will be brought to the attention of the Vendor through the use of the **Performance Evaluation Form**, see Attachment 'C'. The Project Manager or their representative(s) will conduct annual performance evaluations based on areas serviced under this contract/agreement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.

d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.

b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work or other Vendors and to acts or operations of the City, and shall properly join his work to existing or new construction.

c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed, all machinery, equipment

surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

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REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents. Procurement forms must be complete, signed, notarized, uploaded, and/or acknowledged when required and submitted. In addition, all other requests and supporting documentation are required to be included.

Bids or Proposals may be found non-responsive if the Vendor fails to provide the information requested in the Invitation to Bid/ Request for Qualifications/Request for Proposals; fails to utilize or complete the required forms; provide incomplete, indefinite, or ambiguous responses; fails to comply with applicable deadlines; provide improper or undated signatures; or provide information that is false, misleading, or exaggerated.

a) Online Acknowledgement

- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Confirmation of Drug-Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Confirmation of Minority-Owner Business
- ☐ Local Business Certification
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Bid Form
- ☐ Bid Bond Documents
- ☐ Bidders Qualification Statement
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Submit current Florida Professional License (Underground Utility license/General Contractor License) including evidence of possession of required licenses or business permits
- ☐ Warranties
- ☐ Trench Safety Act Affidavit
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095
- ☐ Affidavit of Compliance with Foreign Entity Laws
- ☐ Affidavit of Compliance with Anti-Human Trafficking Laws
- ☐ W-9
- ☐ Submit any Supplemental information relative to this Bid

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ARTICLE 1 – DEFINITIONS

Whenever used in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 **Acceptance:** Written Acknowledgement by the CITY's Project Manager that the Work is fully complete in accordance with the Contract Documents.

1.2 **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding requirements of the Contract.

1.3 **Application for Payment:** The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 **Award Letter:** The official written notice by the CITY to the apparent successful Bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated with the award letter, within the time specified, the CITY may enter into a Contract.

1.5 **Bid:** The offer of the BIDDER submitted on the prescribed form setting forth the prices of the Work.

1.6 **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the CITY.

1.7 **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.8 **Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

1.9 **Change Order:** A written order to the CONTRACTOR executed by the CITY, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time that may be as a result of an emergency or unforeseen physical conditions which occur after execution of the Contract. Such change order shall be in accordance with para 9.4 "Clarifications and Interpretations" or orders minor changes in the Work in accordance with para. 10.1 "Authorized Changes in the Work".

1.10 **CITY:** The City of Boynton Beach, Florida, a municipal corporation, its authorized and legal representatives, the public entity with whom the CONTRACTOR has entered into the agreement and for whom the Work is to be provided. The term **CITY** will be used interchangeably with the term **OWNER.**

1.11 **CITY's Representative:** The person or persons designated by the CITY's Project Manager. The CITY's Project Manager may include the CONSULTANT.

1.12 **Consultant:** The person, firm or corporation named as such in the Contract Documents that acts as the CITY's authorized agent within the scope of work entrusted to them at the CITY.

1.13 **Consultant's Representative:** An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONTRACTOR.

1.14 **Contract:** The written agreement between CITY and CONTRACTOR covering the Work to be performed. The term **Contract** will be used interchangeably with the term **Agreement.**

1.15 **Conformed Contract Documents:** Contract Documents which consolidate all bidding documents including all addenda which are incorporated by and signed and sealed by the CONSULTANT. The Conformed Contract Documents shall be used by the CONTRACTOR to create the Record Drawings for the Project.

1.16 **Contract Documents:** The Contract Documents establishing the rights and obligations of the parties and include the Contract, Contract/Bid, Addenda, CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award, when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, Special Conditions, and the Drawings as the same are more specifically identified in the Contract, together shall all Written Amendments, Change Orders, Field Change Orders (change orders as a result of Field changes), and CONSULTANT's written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format or text, data, graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents.

1.17 **Contract Price:** The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Document.

1.18 **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the Work.

1.19 **CONTRACTOR:** The individual, partnership, corporation, joint venture, or other legal entity with whom the CITY has entered into the Contract to perform work to complete the project that is the subject of the Bid.

1.20 **DAY:** A calendar day of 24 hours measured from midnight to the next midnight.

1.21 **Defective Work:** Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents; or Work that has been damaged prior to the CONSULTANT's recommendation of final payment.

1.22 **Drawings:** The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the Work, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as defined in this paragraph.

1.23 **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated, it means the last date on which the Contract is signed by the last of all parties to execute the Contract.

1.24 **Field Order:** A written order issued by the CITY's Project Manager or the CONSULTANT which clarifies or interprets the Contract Documents. The Field Order shall not impact Contract Price or Contract Time.

1.25 **General Requirements:** See General Conditions and Section 1 of the Technical Specifications as Special Conditions.

1.26 **Laws and Regulations; Laws or Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations, either federal, state or local.

1.27 **Local Public Agency:** Any public entity which has regulatory jurisdiction over any part of the Work during the construction project.

1.28 **Notice to Proceed:** The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time, and the date the Contract Work to be completed.

1.29 **Partial Utilization:** Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

1.30 **Project:** The total construction of which the Work to be provided under the Contract Documents.

1.31 **Resident Project Representative:** The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.32 **Responsible Bidder, Offeror, Quoter, or Respondent:** An individual or business that has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.33 **Responsive Bidder, Offeror, Quoter, or Respondent, Vendor, Contractor:** an individual, or business that has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with any W/MBE requirements contained within the solicitation.

1.34 **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the CITY or any of its representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.35 **Special Conditions:** When included as part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedence over the General Conditions.

1.36 **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards or workmanship as applied to the Work and certain administrative details applicable thereto.

1.37 **Sub-Bidder:** One who submits a Bid to a Bidder.

1.38 **Sub-Contractor:** An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the Site.

1.39 **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes § 218.70 and § 218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

a. "Substantial Completion" is defined as the point where the CITY is able to enjoy beneficial occupancy of the WORK and where the Work has achieved that level of completion such that the CITY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use; with the exception of incidental or incomplete items where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
b. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in attached Special Conditions.
c. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.40 **Successful Bidder:** The lowest, qualified, responsible and responsive Bidder to whom the CITY (on the basis of the CITY's evaluation as hereinafter provided) makes an award.

1.41 **Supplementary General Conditions:** The part of the Contract Documents which amends or supplements these General Conditions.

1.42 **Supplier:** A manufacturer, fabricator, supplier, distributor, material man, or vendor.

1.43 **Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

1.44 **Unbalanced Bids:**

a. Mathematically Unbalanced Bid: a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
b. Materially Unbalanced Bid: a bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced

bid will result in the lowest ultimate cost to the CITY; or which is so mathematically unbalanced as to result in an advanced payment.

1.45 **Unit Price Work:** Work to be paid for on the basis of unit prices.

1.46 **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum, telephone, or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.47 **Work:** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the successful Bidder/ CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnished thereof.

1.48 **Written Amendment:** A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Contract.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1 The CONTRACTOR shall deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the CITY prior to any work being performed.

2.2 COPIES OF DOCUMENTS:

2.2.1 The CITY shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Conformed Contract Documents for the execution of the Work. CONTRACTOR shall be responsible for procuring additional copies from the CONSULTANT.

2.3 NOTICE TO PROCEED:

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

2.4 COMMENCEMENT THE WORK:

2.4.1 CONTRACTOR shall begin to perform the Work on the commencement date stated in the Notice to Proceed, but no Work shall be done at the Site prior to such commencement date.

2.4.2 CONTRACTOR's Review of the Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby.

2.5 PRE-CONSTRUCTION MEETING:

2.5.1 The CONTRACTOR is required to attend a preconstruction meeting within ten (10) days after the effective date of the Contract, but before any Work at the Site is started (unless otherwise specified in the Special Conditions). This meeting shall be attended by the CITY, CONSULTANT and others as appropriate in order to discuss the Work.

2.5.2 The CONTRACTOR's initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and Critical Path Method (CPM) Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR's representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 CITY shall schedule pre-construction meeting.

2.5.3.1 Attendance Required: CITY's Project Manager, CONSULTANT, and CONTRACTOR/CM Project Manager and Superintendent.

2.5.3.2 Agenda: Distribution of Conformed Contract Documents, Confirmation based on prior submission (during Bid process) of the list of Subcontractors, list of Products, Project Safety Plan, Schedule of Values and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract and the CONSULTANT.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract close-out procedures.

2.5.3.5 Issuance of Notice to Proceed.

2.5.3.6 Copies of the Application for Payment, Change Order, Submittal Requirements/Record, Request for Information (RFI), Shutdown Request, Boynton Beach Department of Engineering Right-of-Way Permit Procedure and Project Sign format will be distributed.

2.6 SITE MOBILIZATION MEETING:

2.6.1 CITY will schedule a meeting at the Project Site prior to CONTRACTOR occupancy.

2.6.2 Attendance Required: CITY, CONSULTANT, Special Consultants, and CONTRACTOR, CONTRACTOR's superintendent, and major Sub-Contractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by CITY and CONTRACTOR.

2.6.2.1 CITY's requirements and partial occupancy.

2.6.2.2 Construction facilities and controls provided by CITY.

2.6.2.3 Temporary utilities provided by the CITY.
2.6.2.4 Survey and building layout
2.6.2.5 Security and housekeeping procedures.
2.6.2.6 Schedules
2.6.2.7 Application for Payment Procedures
2.6.2.8 Procedures for testing
2.6.2.9 Procedures for maintaining record documents.
2.6.2.10 Requirements for start-up of equipment.
2.6.2.11 Inspection and acceptance of equipment put into service during construction period.
2.6.2.12 CONSULTANT shall record minutes and distribute copies within two (2) days after meeting to participants, with copies to all, participants including CONTRACTOR, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the Work at maximum monthly intervals. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Sub-Contractors and suppliers, CITY, CONSULTANT, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:
2.7.3.1 Review minutes of previous meetings.
2.7.3.2 Review of work progress.
2.7.3.3 Field observations, problems and decisions.
2.7.3.4 Identification of problems that impeded planned progress.
2.7.3.5 Review of submittal, schedule and status of submittals.
2.7.3.6 Review of off-site fabrication and delivery schedules.
2.7.3.7 Maintenance of progress schedule.
2.7.3.8 Corrective measures to regain projected schedules.
2.7.3.9 Planned progress during succeeding work period.
2.7.3.10 Coordination of projected progress.
2.7.3.11 Maintenance and quality of work standards.
2.7.3.12 Effect of proposed changes on progress schedule and coordination.
2.7.3.13 Other business related to work.
2.7.3.14 Record minutes and distribute copies within two (2) days after meeting to participants, with copies to CONSULTANT, CITY, and those affected by decisions made.

2.8 PRE-INSTALLATION MEETING:

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work on the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify CITY and CONSULTANT five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting.

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within three (3) days after meeting to participants with copies to CONSULTANT, CITY and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed, the CONTRACTOR shall submit the final schedule approved by the CITY and CONSULTANT. The finalized progress schedule shall be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time. Such acceptance shall neither impose on the CITY's responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized Schedule of Values shall be acceptable to the CITY as to form and substance.

2.10 SUBMITTAL PROCEDURES:

2.10.1 SCOPE OF WORK: Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:
a) Proposed Products Lists
b) Proposed Vendor List
c) Product Data
d) Shop Drawings
e) Samples
f) Design Data
g) Field Test Reporting
h) Quality Control Reporting

i) Certificates
j) Manufacturer's Installation, Handing and Storage Instructions
k) Manufacturer's Field Reports
l) Erection Drawings
m) Close-out Documents
n) Warranties
o) Scheduling of Work
p) Construction Progress Schedule
q) Submittals Schedule
r) Survey and Layout Data
s) Construction Progress Reporting
t) Periodic Work Observation
u) Photographic Documentation
v) Purchase Order Tracking
w) Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS:

A. Payment Procedures
B. Project Coordination
C. References
D. Quality Control
E. Product Storage and Handling Requirements
F. Close-out Submittals

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

2.10.3 SUBMITTAL PROCEDURES - GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with General Conditions of the Contract and as amended by the CITY.
2.10.3.2 Transmit each submittal with CITY's Standard Transmittal Form.
2.10.3.3 Sequentially number each transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
2.10.3.4 Identify project, CONTRACTOR, Sub-Contractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.
2.10.3.5 Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the Work and Contract Documents.
2.10.3.6 Schedule submittals to expedite the Project, and delivery to CONSULTANT and CITY at business address. Coordinate submission of related items.
2.10.3.7 For each submittal for review, allow fifteen (15) days including delivery time to and from the CONTRACTOR.
2.10.3.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work.
2.10.3.9 Provide space for CONTRACTOR and CONSULTANT review stamps.
2.10.3.10 When revised for resubmission, identify all changes made since previous submission.
2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:
2.10.4.1.1 Submit to CONSULTANT for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for Record Documents purposes described in the Special Conditions 01740 "Project Documentation and Closeout."

2.10.4.2 Product Data for Project Information:
2.10.4.2.1 Submittal for CONSULTANT's knowledge as contract administrator for CITY.

2.10.4.3 Product Data for Project Close-out:
2.10.4.3.1 Submit for CITY's benefit during and after the project completion.

2.10.4.4 Submit required number of copies as per CONTRACTOR/CM, plus two (2) copies for CONSULTANT.

2.10.4.5 Mark each copy to identify applicable products, models, options and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for Record Documents described in the

Special Conditions 01740 "Project Documentation and Closeout."

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one (1) copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to CONSULTANT for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:
- 2.10.5.3.1 When specified, submit certification by manufacturer, installation/application Sub-Contractor, or CONTRACTOR to CONSULTANT, in quantities specified for Product Data.
- 2.10.5.3.2 Indicate material or Product conforms to or exceeding specified requirements.
- 2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.
- 2.10.5.3.4 Certificates may be recent or previous test results on material or Product, but must be acceptable to CONSULTANT.

2.10.5.4 Manufacturer's Instructions:
- 2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to CONSULTANT for delivery to CITY in quantities specified for Product Data.
- 2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:
- 2.10.5.5.1 Submit reports to CONSULTANT and CITY's Project Manager.
- 2.10.5.5.2 Submit report within ten (10) days of observation to CONSULTANT.
- 2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:
- 2.10.5.6.1 Submit drawings to CONSULTANT and CITY's Project Manager.
- 2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.
- 2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by CONSULTANT or CITY.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or CONSULTANT or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANT, or CONSULTANT's agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3 REVIEW OF CONTRACT DOCUMENTS:

3.3.1 The Contract Documents which comprise the Contract between the CITY and the CONTRACTOR are attached hereto and made part hereof and consist of the following:
- 3.3.1.1 The Purchase Order
- 3.3.1.2 Contractor's Bid and Bid Bonds
- 3.3.1.3 Bid Documents consisting of:
- 3.3.1.4 Invitation to Bid and Instructions to Bidders
- 3.3.1.5 General Conditions
- 3.3.1.6 Supplemental Conditions
- 3.3.1.7 Technical Specifications
- 3.3.1.8 All Plans
- 3.3.1.9 All Addenda
- 3.3.1.10 Recorded Public Construction Performance and Payment Bond in a form supplied by the CITY, which shall be provided to the CITY by the CONTRACTOR, along with the return of an executed Purchase Order. The CONTRACTOR shall be responsible for recording the Public Construction Bond.

3.3.1.11 Insurance Certificates shall be provided by the CONTRACTOR, along with the return of an executed copy of the Contract.
3.3.1.12 Any modifications, including change orders, duly delivered after execution of this Contract.
3.3.1.13 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contact and the terms and conditions of any of the other Contract Documents shall be interpreted in favor of this Contract.

3.3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the Work affected thereby, and shall obtain written interpretation or clarification except in an emergency as authorized in paragraph 6.13

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
1. Change Order
2. Construction Contract or Purchase Order.
3. Addenda, with later date having greater priority.
4. Bid Form
5. Special Conditions
6. Supplemental General Conditions
7. Invitation to Bid
8. Instructions to Bidders
9. General Conditions
10. Technical Specifications
11. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.
However, In the event of inconsistent or conflicting provisions of the Purchase Order or Contract and referenced documents, the following descending order of precedence shall prevail:
1. Specifications
2. Drawings
3. Special/Supplemental Conditions
4. General Conditions
5. Item Description.

3.4.2 With reference to Drawings, the order of precedence is as follows:
1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/Change Order drawings govern over any other drawings.
4. Drawings govern over standard drawings.

3.4.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 (Amending of Contract Documents), the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
1. the provisions of any such standard, specifications, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Law or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
3. No provision of any such standard, specifications, manual, code or instruction shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or CONSULTANT, or any of their Sub-Contractors, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANTS or any of CONSULTANT's agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of para 9.11 (Limitations on Consultant) or any other provision of the Contract Documents.

3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in Work).
3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
3.5.2.1 A Change Order (pursuant to paragraph 10, Changes in Work)
3.5.2.2 CONSULTANT's approval of a Shop Drawings or sample (pursuant to paragraph 6.11, Shop Drawings and Samples), or
3.5.2.3 CONSULTANT's written interpretation or clarification (pursuant to paragraph 9.4, Clarifications and Interpretations).

3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other persons or organizations performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, Special Conditions or other documents used on the Work; and, they shall not reuse any of these on extensions of the Project or any other project without prior written consent of the CITY and CONSULTANT.

ARTICLE 4 – SITE OF WORK

4.1 AVAILABILITY OF LANDS:

4.1.1 The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed; rights-of-way and easements for access thereto and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands of rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities of storage of materials and equipment.

4.1.2 Occupying Private Land: The CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of such easement furnished to the CITY and CONSULTANT prior to said use; and neither the CITY nor the CONSULTANT shall be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

4.1.3 Work in State, County and CITY Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property; the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the Site presents a neat appearance as part of the Contract.

4.1.4 Work Adjacent to Telephone, Power, Cable TV, and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities; the CONTRACTOR shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the CITY, the CONSULTANT, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 **Subsurface Explorations:** Where applicable, reference is made in the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.2 **Existing Structures:** Where applicable, reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.3 Neither the CITY nor CONSULTANT makes any interpretation as to the completeness of the reports or drawings referred to in paragraphs 4.2.1 "Subsurface Explorations" or 4.2.2 "Existing Structures" above or the accuracy of any data or information contained herein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR''s purposes including but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the CONTRACTOR and safety precautions and programs incident thereto. The CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and location of existing structures are of importance to the installation or connection of new Work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR's failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR. CONTRACTOR shall bear the full cost of any modifications to the Work which result from subsurface conditions which result from subsurface conditions which could have been reasonably been discovered prior to commencement of the Work or a portion of the work.

4.3 PHYSICAL CONDITIONS – UNDERGROUND FACILITIES:

4.3.1 **Indicated:** The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the Site is based on information and data furnished to the CITY or CONSULTANT by the owners of such Underground Facilities or by others.

4.3.1.1 The CITY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data, and

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600 and Sunshine State One Call Services (1-800-432-4770) at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the member of utilities to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3 The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR will be responsible for making themselves aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the

CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from Work, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipes, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify both the CITY and occupant of such facilities five (5) calendar days before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY or occupant, or shall make suitable arrangements for their disconnection by the CITY or occupant. The CONTRACTOR shall be responsible for all damages to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the Work, as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new Work are shown, but are to be verified in the field by the CONTRACTOR prior to performing the Work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc. carefully by hand prior to installing their work. Any discrepancies or differences found shall be immediately brought to the attention of the CONSULTANT in order that necessary changes may be made to permit installation of the Work.

4.3.2 **Not Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of; CONTRACTOR shall promptly, after becoming aware of thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.10), identify the owner of such Underground Facility and give written notice thereof to that owner, the CITY and CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility. The Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the CONSULTANT in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, within twenty-four (24) hours upon their discovery (but in no event later than seven (7) days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of Work differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in paragraph 4.2 and 4.3 (Physical Conditions, Underground Facilities), and

4.4.1.2 Any unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in paragraph 4.2 and 4.3

4.4.2 CONSULTANT shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the CITY in writing (with a copy to the CONTRACTOR) of CONSULTANT's findings and conclusions.

4.4.3 If CONSULTANT concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. No such change shall occur if the differing site conditions could reasonably have been discovered by CONTRACTOR prior to commencement of Work, or a portion of the Work, through the subsurface explorations described in Sections 4.2 and 4.3. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11 (Change of Contract Price) and Article 12 (Change of Contract Time).

4.4.5 The CONTRACTOR's failure to give notice of differing Site conditions within twenty-four (24) hours or no later than seven (7) days of their discovery and before they are disturbed, shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The CITY shall provide, if available, engineering surveys to establish reference points for construction, which in CONSULTANT's judgment are necessary to enable CONTRACTOR to proceed with the Work.

4.5.2 CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1.1 CONTRACTOR shall upon delivery of the executed Contract or receipt of Award letter from the CITY, furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PRECENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Said bonds must be provided to the CITY within ten (10) business days of the Award Letter or delivery of a Purchase Order or contract to the CONTRACTOR to execute and return to the CITY; or the CITY, at its sole discretion and option may terminate the contract. These bonds shall remain in effect at least until one (1) year

after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Special Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT (100%) of the amount of the Contract award. The form and conditions of the Bond and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.2 The Surety shall be a nationally recognized Surety Company, acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations vs Treasury Department, and meet other requirements of Section 287.0935 Florida Statutes.

For projects exceeding five hundred thousand dollars ($500,000), all bonds shall be placed with sureties with Best Ratings as stated below:

The name, address, and telephone number of the surety and its agent must be listed on the bond.

5.1.3 For contracts up to $499,999.99, the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the Bid is issued for the Work, otherwise the surety shall have the minimum ratings:

CONTRACT AMOUNT	BEST KEY RATING
Under $500,000	Class IX A or better
$500,000 to $2,499,999.99	Class XI A or better
Over $2,500,000	Class XIV A or better

5.1.4 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.5 Bonds shall be executed and issued by a registered agent, licensed and having an office in the State of Florida representing such corporate sureties.

5.1.6 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. There shall be an appropriate number of executed counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by a) appropriate acknowledgement of the respective parties; b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where Bond is executed by agent, officer or other representative of CONTRACTOR or Surety; c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.7 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3 and 5.1.4, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. **Under no circumstances shall the successful CONTRACTOR begin Work until they have supplied to the CITY Performance and Payment Bonds and Affidavit for Bond using the CITY's form, and the CITY has approved the Bond.**

5.1.8 **The Bonds must be recorded in the Legal Records Department of Palm Beach County, Florida. Proof of recordation must be submitted to Procurement Services Division. The Bond number must be stated on the first page of the Bond.**

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of Work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to the CONTRACTOR, its employees, agents, or Sub-Contractors, if any, with respect to the Work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the CITY's Risk Management Department before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the CITY's Risk Management Department, all insurance certificates required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the CITY harmless from any damage resulting to it for failure to either CONTRACTOR or any Sub-Contractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this Contract, unless otherwise stated:

Line of Business/Coverage	Occurrence	Aggregate
Commercial General Liability, including:	**$1,000,000**	**$2,000,000**
Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard		
Products/Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause		
Automobile Liability (including owned, non- owned, and hired)	**$1,000,000**	**$2,000,000**

Worker's Compensation & Employer's Liability - Statutory Limits:
$1,000,000 per each disease
$1,000,000 per each accident and
$1,000,000 each employee

5.2.2 The CITY reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any Sub-Contractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the CITY with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all Sub-Contractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement. In the CITY's sole discretion, CONTRACTOR's failure to timely secure all required insurance shall void this Agreement and the Bid Award and the CITY may select and contract with another reasonable Bidder.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the CITY sixty (60) days notice prior to cancellation.

5.2.5 The CONTRACTOR's general liability insurance policies shall be endorsed to add the CITY of Boynton Beach, its employees, representatives and elected officials as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the CITY. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The CITY may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the Project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the CITY with evidence of Professional Liability Insurance with, at a minimum, a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability Insurance.

5.2.7 The CITY may require higher limits for Professional Liability Insurance depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability Insurance in effect for three (3) years after the completion of the Project.

5.2.8 If any operations are to be undertaken or are about navigable waters, the CITY will require coverage included with the Worker's Compensation Insurance, the U.S. Longshoremen and Harbor Workers Act and/or Jones Act.

5.2.9 Should the CITY require the Bidder to carry Builder's Risk Insurance for the Project, it must be in the amount equal to the full replacement cost of the Project.

5.2.10 Fulfillment by the Bidder of the insurance provisions does *not* limit the Bidder's liability to the amount of the policy limits.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACTOR STATUS:

6.1.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the CITY. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CITY and the CONTRACTOR, its employees, agents, Sub-Contractors, or assigns, during or after the performance of this Contract. The CONTRACTOR shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

6.2 CONTRACTOR RISK:

6.2.1 The CONTRACTOR shall bear all losses resulting to CONTRACTOR, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in their or its bid on the Contract Price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the Site, has conducted sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the

requirements of the Contract Documents.

6.2.2 The CONTRACTOR shall protect the entire Work, all materials under the Contract and the CITY's property (including machinery and equipment) in, or on, or adjacent to the Site of the Work until final completion of Work, from action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the CONTRACTOR shall repair at their own expense to the satisfaction of the CITY or its Project Manager. Neither the CITY, nor its officers, employees, or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the CONTRACTOR.

6.2.3 At its expense, the CONTRACTOR shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property. The term "persons" includes without limitations, members of the public, the CITY and its employees and agents, the Project Manager and his/her employees, CONTRACTOR's employees, CONTRACTOR''s Sub-Contractors and Sub-Contractors respective employees, who are on or about or adjacent to the premises where said Work is to be performed. CONTRACTOR shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted federal, state, and local authorities and building codes.

6.2.4 The CONTRACTOR assumes all risk of loss, damage and destruction to all of its materials, tools, appliances and property of every description and that of its Sub-Contractors and Sub-Contractor's respective employees or agents, and injury to or death of the CONTRACTOR, its employees, Sub-Contractors or Sub-Contractor's respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain at the Worksite(s), a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as its CONTRACTOR's representative at the Site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the superintendent shall be mailed to the CONTRACTOR's home office). CONTRACTOR shall notify the CITY in writing of the name, title and contact information for the designated supervisor/superintendent.

6.4 LABOR, MATERIALS AND EQUIPMENT:

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. They shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours as defined in the Special Conditions herein, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday observed by the CITY, without the CITY's Project Manager's written consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the responsibility of the CONTRACTOR until incorporated in the Work. The CITY shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and equipment shall be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Site in their original packages or container with seals unbroken and labels intact.

6.4.4 Installation/Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products and Substitutions: CONTRACTOR shall verify that materials, equipment, and products incorporated in the Work are fit for their intended purpose before being purchased by the CONTRACTOR. However, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager a list of proposed materials, equipment or products, together with such samples considered substitutes as may be necessary to determine their acceptability and obtain approval, pursuant to Section 32, Instruction to Bidders if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of the need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the CONSULTANT. The CITY may require the CONTRACTOR to furnish at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

6.4.5.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, the opinion of the CONSULTANT and CITY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the CITY's Project Manager may approve its substitution and use by the CONTRACTOR.

6.4.5.2 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service shall be indicated.

6.4.5.3 The application shall also contain itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs or redesign and claims of other contractors affected by CONSULTANT in evaluating the proposed substitute. CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR's expense, additional data about the proposed substitute.

6.4.5.4 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the CITY for charges of the CONSULTANT and CONSULTANT'S consultants for evaluating each proposed substitution. These costs shall include transportation, to operating installation at factories, etc.

6.4.5.5 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the CITY's Project Manager's concurrence.

6.4.5.6 Delay caused by obtaining approvals for substitute materials or installations shall be attributable to CONTRACTOR and shall not be considered justifiable grounds for an extension of construction time.

6.4.5.7 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.5.8 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Sub-Contractor subject to any chattel mortgage or under conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that it has clear title to all materials and supplies used by them in the Work.

6.4.5.9 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction, if applicable, to the CITY and CONSULTANT, if CONTRACTOR submits sufficient information to allow CITY and CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the CITY and CONSULTANT shall be similar to that provided in paragraph 6.4.5.1 (Materials, Equipment, Products and Substitutions, par. 2) as applied by CONSULTANT and as may be supplemented in the Special Conditions.

6.4.5.10 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any sub-contractor, other persons or organization (whether initially or as a substitute) against whom the CITY or the CONSULTANT may have reasonable objection, nor shall the CONTRACTOR be required to employ any sub-contractor against whom it has reasonable objection. The CONTRACTOR shall not make any substitution for any sub-contractor who has been accepted by the CITY's Project Manager and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so. If after bid opening and prior to the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the Contract Price or Contract Time. If the Contract Price or Contract Time is increased or extended, the CITY may return the Bid Bond and award the Contract to the next qualified, competent Bidder. If after the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the CONSULTANT of any such sub-contractor, supplier, or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject *defective* Work.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of its Sub-Contractors and of persons and organizations directly or indirectly employed by the CONTRACTOR and of persons and organizations for whose acts any of CONTRACTOR or Sub-Contractor may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY or CONSULTANT and any Sub-Contractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY or CONSULTANT to pay or to see to the payment of any moneys due any sub-contractor or other person or organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any sub-contractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account on specific Work done in accordance with the Schedule of Values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among sub-contractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5.5 Agreement: Any and all Work performed for the CONTRACTOR by a sub-contractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the sub-contractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, sub-contractors and material men engaged upon in work of the Project...

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bid sub-contractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of sub-contractors, and to give the CONTRACTOR the same power as regards terminating any sub-contract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.5.8 The CITY or CONSULTANT shall not undertake to settle any differences between the CONTRACTOR and his sub-contractors or between sub-contractors.

6.5.9 If in the opinion of the CITY's Project Manager or CONSULTANT, any subcontractor on the Project proves to be incompetent or otherwise unsatisfactory; such Sub-Contractor shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with Schedule.
6.5.10.2 Verify that labor and equipment are adequate for the Work and the Schedule.
6.5.10.3 Verify that product procurement schedules are adequate.
6.5.10.4 Verify that product deliveries are adequate to maintain schedule.
6.5.10.5 Report non-compliance to CONSULTANT with recommendation for changes.

6.6 PATENTS, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all cost incidents to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. They shall indemnify and hold harmless the CITY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, they shall not be responsible for such determination on systems which do not involve purchase by them of materials, appliances and articles.

6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of its Bid. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CITY shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The CONTRACTOR shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District (SFWMD), Florida Department of Environmental Regulations, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc).

6.7.3 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, they shall bear all costs arising therefrom; however, is shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Such documents shall be available to the CONSULTANT and shall be delivered to the CONSULTANT for the CITY upon completion of the Project. Such documents shall be used for this purpose only. Final acceptance of the project shall be withheld by the CITY until approval of all documents specified herein is made by the CITY's Project Manager.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the Contract all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the CITY's auditor. The awarded CONTRACTOR agrees to make available to the CITY's auditor, during normal business hours, all books of account, reports, and records relating to this Contract for the duration of the Contract and retain them for a minimum period of three (3) years.

6.9.3 The awarded CONTRACTOR shall be aware that the Palm Beach County, Office of Inspector General investigators shall have the power without limitation to audit, investigate, monitor, inspect and review the operations, activities, performance and procurement process of the CONTRACTOR, its Sub-Contractors and lower tier subcontractors and its officers, agents and employees relating to the Contract.

6.9.4 If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all Sub-Contractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. Upon request by the CITY, CONTRACTOR shall provide the accounting records and documents, and other financial data and shall submit true copies of requested records to the CITY.

6.10 SAFETY, PROTECTION AND EMERGENCIES:

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.10.1.1 All employees on the Work and other persons, who may be affected thereby,

6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and

6.10.1.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2 or 6.10.1.3 caused directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any such entity to perform or furnish any of the Work for anyone for whose acts may be liable, shall be remedied by CONTRACTOR. CONTRACTOR shall not be liable for acts or omissions attributable to the CITY or CONSULTANT.

6.10.5 CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.6 (Substantial Completion) that the Work is acceptable or until any and all final "punch list" items are completed, whichever is later.

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from Work, arising out of an and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the reports concerning these matters to the appropriate Local Public Agency within forty-eight (48) hours of the event or as per specific timeframe specified by such Local Public Agency.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the Site whose duty shall be prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of their organization at the Site whose duty shall be prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY's Project Manager.

6.10.11 EMERGENCIES: In emergencies affecting the safety of the persons or the Work or property of the Site or adjacent thereto, the CONTRACTOR, without special inspection or authorization from the CONSULTANT or the CITY's Project Manager is obligated to act, at its discretion, to prevent damage, injury or loss.

6.10.12 CONTRACTOR shall give CITY's Project Manager and CONSULTANT prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If CONSULTANT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

6.10.13 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and they shall take such precautions and procure such additional insurance as they deem prudent. The CONSULTANT may suspend construction operations at any time when in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.14 If the CONTRACTOR believes that additional work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefor as provided in Article 11 (Change in Contract Price) and Article 12, (Change in Contract Time).

6.10.15 **NATIONAL EMERGENCY:** In the event the CITY is prevented from proceeding with any or all of the Work as stated in the Contract due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or government edict, or due to the stoppage of construction caused by any governmental agency, state, CITY, town, or county regulations, orders, restrictions, or due to circumstances beyond the CITY's control; then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already commenced, then the CITY shall be liable for only the cancellation or suspension without the addition of prospective profits or other change whatsoever.

6.11 SHOP DRAWINGS AND SAMPLES:

6.11.1 Shop Drawings: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager for review in accordance with the accepted schedule of Shop Drawing submissions, (see paragraph 2.9) copies (or at

the CONSULTANT's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.

Shop Drawings shall include but not be limited to the following information:

6.11.1.1 Fabrication and Installation Drawings and details
6.11.1.2 Template placement diagrams
6.11.1.3 Manufacturer's installation instructions
6.11.1.4 Product patterns and colors
6.11.1.5 Coordination Drawings
6.11.1.6 Schedules
6.11.1.7 Product mix formula
6.11.1.8 Product design or engineering calculations
6.11.1.9 Other information as required by project

After review, produce copies and distribute per Submittal Procedures article above and for Record Documents purposes described in Section 6.37 Closeout Submittals. Submit to CONSULTANT for purpose of checking conformance with information given and design concept and on to the CITY's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples must have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalogue numbers and the use for which intended.

CONTRACTOR shall submit to CONSULTANT for purpose of checking conformance with information given and design concept expressed in the documents.

After review, CONSULTANT shall submit color board to CITY's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range or manufacturers' standard and colors, textures, and patterns for CONSULTANT's selection and preparation of color board for CITY's approval.
6.11.2.2 After review and approval by the CITY, provide duplicates and distribute per Submittal Procedures.
6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
6.11.2.4 Include identification on each sample with full project information.
6.11.2.5 Submit number of samples specified in specifications, one of which CONSULTANT shall retain. Reviewed samples may be used in Work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall, in writing, call the CONSULTANT's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The CONSULTANT shall review within fifteen (15) days or as extended by CITY; Shop Drawings and samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the CONSULTANT at the CONTRACTOR's expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR's stamp of approval on any Shop Drawings or sample shall constitute a representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or they assume full responsibility for doing so, and that they have reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR's stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

6.11.6 SPECIFIC DEVIATIONS: The CONSULTANT's review of Shop Drawings or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing, called the CONSULTANT's attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT's review and acceptance of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the CITY, the CONTRACTOR shall remove all their surplus and discarded, and excavated materials, and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean all portion of Work involved in any building under this Contract, so that no further cleaning by the CITY is necessary prior to their occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free

from accumulation of waste materials and rubbish. Upon completion of the Work, they shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave their work "broom clean" or the like, unless specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
6.12.2.3 Remove all temporary protections and clean and polish floors.
6.12.2.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
6.12.2.5 General: In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, CONTRACTOR shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and also as soon as area is opened. Approval from the CITY shall be coordinated through the Department of Public Works/Engineering, including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in their employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. They shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals for which the CITY, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the CITY or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyright, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option or expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR for such. If the CONTRACTOR used 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 cost arising from the use of such design, device or materials in any way involved in the Work. This article shall survive the termination of any contract with the CITY of Boynton Beach.

6.15.3 The parties agree that Twenty-five Dollars ($25.00) of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR's indemnification of the CITY.

6.15.4 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

6.15.5 The extent of CONTRACTOR's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. § 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefor.

6.15.6 Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes § 768.28, as amended from time to time.

6.16 CLAIMS:

6.16.1 In any and all claims against the CITY or the CONSULTANT or any of its agents or employees, by any employee of the CONTRACTOR, any Sub-Contractor, anyone directly or indirectly employed for whose acts may be liable; the indemnification obligation under paragraph 6.15 (Indemnification) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Sub-Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the CONSULTANT's negligent acts, errors or omissions or their employees or agents.

6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect their Work to each part of the existing work or work previously

installed as required by the Drawings and Specifications to provide a complete installation.

6.18 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY:

6.18.1 Excavation, grading, fill, storm drainage, paving and other construction or installations in rights-of-way of streets, highways, pubic carrier lines, utility lines (either aerial, surface or subsurface) etc. shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The CITY shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc. , including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with utility owner's approval.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of their Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this Work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made themselves familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of their ignorance thereof.

6.20 USE OF PREMISES:

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in, and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the CITY's Project Manager or Representative, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall to the fullest extent permitted by laws and regulations, indemnify and hold the CITY harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or CONSULTANT to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.20.3 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall it subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the CITY's Project Manager's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with CITY in routing the parking of automobiles of its employees, sub-contractors and other personnel, and in routing material delivery trucks and other vehicles to the Project Site.

6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

6.21.1 Any existing surface and subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the Drawings, shall be restored to a condition equal or better, to the original state at the time of award of Contract. Such restoration or repair shall be at the sole expense of the CONTRACTOR, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of

permanent building construction against injury from dampness and cold, until final acceptance of all work and materials for the Project, unless building is fully occupied by the CITY prior to such acceptance. In which case the CITY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR's proposed methods of heating shall be submitted for approval.

6.23 SCHEDULE:

6.23.1 CONTRACTOR shall submit to CONSULTANT for review and comment (to the extent indicated in paragraph 2.6 Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and Termination of Work) or as CONTRACTOR and the CITY may otherwise agree in writing.

6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

6.25.1 CONTRACTOR warrants and guarantees to CITY and CONSULTANT that all work shall be in accordance with the Contract Documents and shall not be *defective*. That CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, sub-contractors or suppliers; or

6.25.1.2 Normal wear and tear under normal usage

6.25.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.25.2.1 Observations by CONSULTANT.

6.25.2.2 Recommendation of any progress or final payment by CONSULTANT.

6.25.2.3 The issuance of a certificate of Substantial Completion or any payment by CITY or CONTRACTOR under the Contract Documents.

6.25.2.4 Use or occupancy of the Work or any part thereof by CITY.

6.25.2.5 Any acceptance by CITY or any failure to do so; and

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by CONSULTANT pursuant to paragraph 14.10.

6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the Project within the agreed upon timeframe.

6.26.2 The cost of incidental work described in these Contract requirements, for which there are no specific Contract items shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.

6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the CITY's Procurement Services Division in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Procurement Services Division in writing prior to the end of the Bid question period means that the Bidder is complying 100% with the Specifications. All materials may be inspected by the CITY upon delivery for compliance with said Specifications. Deviations from the Specifications shall be cause for the Bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and/or materials, together with all appurtenances necessary for unrestricted operation, as determined by the CITY in its sole discretion.

6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent silence of any Specification as to any details, or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.2 Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

6.29 QUALITY:

6.29.1 Items delivered as a result of award from this Bid shall be free of defects. Any item(s) not meeting this specification shall be replaced by the awarded Bidder/CONTRACTOR at no additional charge to the CITY.

6.30 CONDITIONS OF MATERIALS:

6.30.1 All materials and products supplied by the CONTRACTOR in conjunction with this Bid shall be new, warranted for merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the CITY in excellent condition. In the event that any of the products supplied to the CITY are found to be *defective* or do not conform to the Specifications, the CITY reserves the right to return the product to the Bidder at no cost to the CITY.

6.30.2 The successful CONTRACTOR shall furnish all guarantees and warranties to the CITY's Project Manager or designee prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

6.31 DISPOSAL:

6.31.1 Before the CONTRACTOR disposes of any existing improvements or equipment which is to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in these Specifications, it shall contact the CITY to determine if the removal items are to be salvaged. Items to be salvaged by the CITY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the CITY. Equipment and materials that shall not be salvaged by the CITY shall become the property of the CONTRACTOR to be removed from the Site and disposed in an acceptable manner, pursuant to local, state and federal laws and regulations.

6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 If the CONTRACTOR, delivers any toxic substance items as defined in the Code of Federal Regulations Chapter 29, it shall furnish to the CITY's Procurement Services Division, a Material Safety Data Sheet (MSDS). The Material Safety Data Sheet shall be provided to the CITY with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.1.1 The chemical name and the common name of the toxic substance.

6.32.1.2 The hazards or other risks in the use of the toxic substance to include:

6.32.1.2.1 The potential for fire, explosion, corrosion and reactivity.

6.32.1.2.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.1.2.3 The primary routes of entry and symptoms of overexposure.

6.32.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.1.4 The emergency procedure for spills, fire, disposal and first aid.

6.32.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL. 32301-5014, Telephone: 1-800-367-4378.

6.33 OCCUPATIONAL, SAFETY AND HEALTH ASSOCIATION (OSHA)

6.33.1 The CONTRACTOR warrants that the product/services supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of Contract.

6.34 CONDITIONS AND PACKAGING:

6.34.1 CONTRACTOR understands and agrees that any item offered or shipped pursuant to this Bid shall be new (current production model at the time of the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES (UL):

6.35.1 Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination tested where such item has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 CONTRACTOR shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the CONSULTANT. The CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of written notice with special instructions from the CITY through the CONSULTANT.

6.37 CLOSE-OUT SUBMITTALS

6.37.1 SCOPE OF WORK:

6.37.1.1 Close-out procedures

6.37.1.2 Final cleaning

6.37.1.3 Adjusting

6.37.1.4 Project record documents

6.37.1.5 As-built survey
6.37.1.6 Operation and maintenance data
6.37.1.7 Spare parts and maintenance products
6.37.1.8 Warranties and bonds
6.37.1.9 Maintenance service

6.37.2 CLOSE-OUT PROCEDURES

6.37.2.1 The CONTRACTOR shall submit written certification to the CITY and CONSULTANT that the Contract Documents were reviewed, Work inspected and that Work is complete in accordance with Contract Documents and ready for CITY's Project Manager and CONSULTANT's review.

6.37.2.2 The CONTRACTOR shall provide submittals to CONSULTANT and CITY's Project Manager that are required by local, state and federal authorities.

6.37.2.3 The CONTRACTOR shall submit final application for payment to CONSULTANT and CITY's Project Manager identifying total adjusted contract sum, previous payments and sum remaining due.

6.37.2.4 CITY may opt to occupy portions of completed facilities upon Substantial Completion of those portions of Work.

6.37.3 FINAL CLEANING

6.37.3.1 The CONTRACTOR shall execute final cleaning prior to final project assessment.
6.37.3.2 The CONTRACTOR shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.
6.37.3.3 The CONTRACTOR shall clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.
6.37.3.4 The CONTRACTOR shall replace filters of operating equipment
6.37.3.5 The CONTRACTOR shall clean debris from roofs, gutters, downspouts and drainage systems.
6.37.3.6 Clean Site; The CONTRACTOR shall sweep paved areas, rake clean landscaped surfaces.
6.37.3.7 The CONTRACTOR shall remove waste and surplus materials, rubbish, and construction facilities from Site.
6.37.3.8 The CONTRACTOR shall clean and sanitize water fountains (coolers).
6.37.3.9 The CONTRACTOR shall clean ledges, countertops, and shelves with all-purpose and non-abrasive cleaners leaving no residue.

6.37.4 ADJUSTING

6.37.4.1 The CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operations.

6.37.5 PROJECT RECORD DOCUMENTS

6.37.5.1 CONTRACTOR shall maintain in accordance with the Special Conditions in a safe place at the Site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Field Change Directives and written interpretations and clarifications (issued pursuant to para. 9.4) in good order and annotated to show all changes made during construction. The record documents together will all approved samples and counterpart of all approved Shop Drawings will be available to the CONSULTANT for reference at all times. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to CONSULTANT for the CITY.

6.37.6 OPERATION AND MAINTENANCE DATA:

6.37.6.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein.

6.37.7 SPARE PARTS AND MAINTENANCE PRODUCTS:

6.37.7.1 The CONTRACTOR shall provide spare parts; maintenance and extra products in quantities specified in the Specifications to the CITY and obtain receipt prior to final payment.

6.37.8 WARRANTIES:

6.37.8.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein and Provide duplicate notarized copies to the CITY.
6.37.8.2 The CONTRACTOR shall execute and assemble transferrable warranty documents from sub-contractors, suppliers and manufacturers.
6.37.8.3 The CONTRACTOR shall provide such warranty documents with a Table of Contents and assemble in D-size, 3-ring white binders with typed title sheet of contents inside durable plastic front cover.
6.37.8.4 The CONTRACTOR shall submit above-referenced warranties to the CITY prior to Final Application for Payment.

6.37.9 MAINTENANCE SERVICE:

6.37.9.1 The CONTRACTOR shall furnish service and maintenance of components indicated in specification sections for one-year from date of Substantial Completion.

6.37.9.2 The CONTRACTOR shall examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.9.3 The CONTRACTOR shall include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.9.4 CITY shall approve in writing transfers or reassignments of maintenance service tasks.

6.37.10 ASBESTOS CERTIFICATION:

6.37.10.1 The CONTRACTOR shall provide a notarized letter to CITY certifying that no asbestos containing building materials were used as a building material in the Project, pursuant to Florida Statutes § 255.40.

6.37.11 PRODUCTS:

6.37.11.1 APPROVED PRODUCTS: The CONTRACTOR shall use only cleaning and maintenance products approved for use pursuant to local, state and federal laws and regulations.

6.38 TEMPORARY BARRIERS AND ENCLOSURES:

6.38.1 SCOPE OF WORK:

6.38.1.1 The CONTRACTOR shall provide temporary barriers and enclosures to provide construction work areas separate from Owner's on-going business operations.

6.38.1.2 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.3 The CONTRACTOR shall provide a chain link fencing surrounding and separating areas under construction, including areas for CONTRACTOR's mobilization and parking separate from existing CITY facilities and on-going business activities.

6.38.1.4 The CONTRACTOR shall provide demising walls and other barriers as required to separate building area under construction that permits safe and unobstructed exiting of partially Owner occupied buildings.

6.38.1.5 The CONTRACTOR shall provide safety of construction workers and CITY staff and visitors located in areas of CITY's facilities not under renovation or construction.

6.38.1.6 The CONTRACTOR shall control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 ENTRY CONTROL:

6.38.2.1 The CONTRACOR shall restrict entrance of persons and vehicles onto Project site and existing facilities in accordance with Special Conditions – 01540 and 01541 Security Procedures.

6.38.2.2 Prior to Project commencement, CONTRACTOR's on-site personnel shall meet with CITY's Project Manager to delineate areas for CONTRACTOR's operations to include storage, office trailers, parking, and lay-down areas.

6.38.2.3 Interruption of pre-approved entry controls shall be coordinated with the CITY's Project Manager prior to proposed interruption.

6.38.2.4 The CONTRACTOR shall allow entrance only to the Project site to authorized persons with proper identification.

6.38.2.5 CONTRACTOR/CM shall post "No Trespassing" and "Hard Hat Area" signs along Project perimeter and at construction access points. "No Trespassing" sign shall include statutory language that area is construction site and that trespassing and theft are felonies and violators will be prosecuted. "No Trespassing" sign shall include name of CONTRACTOR/CM. "No Trespassing" signs shall not be larger than 24" (600mm) by 24" (600mm). "Hard Hat Area" sign shall not be larger than 12" (300mm) by 12" (600mm).

6.38.3 DEMISING WALLS:

6.38.3.1 Where the location of construction is contiguous to or within existing CITY premises, the CONTRACTOR shall provide demising walls to physically separate new or renovation work from existing on-going CITY operations.

6.38.3.2 Demising walls shall be contiguous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of the area.

6.38.3.4 Where construction is overhead, the CONTRACTOR shall provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.4 TEMPORARY FENCING:

6.38.4.1 Areas under construction including areas for CONTRACTOR's mobilization and parking shall be separated from CITY facilities to allow for ongoing activities.

6.38.4.2 The CONTRACTOR shall provide chain link fencing along construction zone boundaries.

6.38.4.3 CONTRACTOR shall submit a detailed temporary fencing plan to the CITY and CONSULTANT for review and approval. The plan shall comply with all applicable regulatory code requirements including the latest edition of the Florida Building Code.

6.38.4.4 The CONTRACTOR shall provide access gates required by code for CITY's and CONTRACTOR's access to occupied portion of project site and for construction access.

6.39 ENVIRONMENTAL CONTROLS:

The CONTRACTOR shall:

6.39.1 Protect existing building and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.39.2 Control surface drainage to prevent off-site discharge or pollutants and prevent erosion and sedimentation.

6.39.3 Provide berms, dikes or drains to divert water flow away from existing structures into storm water retention areas.

6.39.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.39.5 Provide methods necessary to prevent excessive noise on Site. CONTRACTOR shall comply with OSHA and CITY's noise requirements.

6.39.6 Provide methods necessary to prevent pests and insects from damaging the Work.

6.39.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.39.8 SUBMITTALS:

6.39.8.1 Comply with Section 2.10 "Submittal Procedures."

6.39.8.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.39.9 TEMPORARY FENCING:

6.39.9.1 Provide a six (6) foot high, minimum ten (10) gage minimum or galvanized steel fabric.

6.39.9.2 Fencing shall have six (6) foot high visual fabric cover to block visual access to construction activities.

6.39.9.3 Provide 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.39.10 TEMPORARY WALLS:

6.39.10.1 Provide demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.39.10.2 Provide overhead Protection: Metal scaffolding with ¾" B/C plywood or 2" x 12" wood planking.

6.39.11 EXECUTION/INSTALLATION AND REMOVAL:

6.39.11.1 Install temporary fencing prior to start of vertical construction and removed upon completion of work.

6.39.11.2 Install demising walls prior to start of renovations or building additions and removed work.

6.39.11.3 Protect or remove walls during storm events where winds are anticipated over seventy-four (74) miles per hour.

6.40 SECURITY PROCEDURES:

6.40.1 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.40.2 The CONTRACTOR shall initiate security program in coordination with Owner's existing security system at time of Project, mobilizing to ensure safety of employees or persons at the unaffected areas.

6.40.3 The CONTRACTOR shall maintain a security program throughout construction period until Owner's Project acceptance.

6.40.4 PERSONNEL IDENTIFICATION:

6.40.4.1 CONTRACTOR/CM on-site staff, sub-contractors and vendors on Site shall wear identification badges at all times.

6.40.4.2 Identification badges shall be current at time of Project and shall be re-verified and re-issued annually if Project extends past original badge expiration date.

6.40.5 SUBMITTALS:

6.40.5.1 The CONTRACTOR shall comply with Section 2.10 "Submittal Procedures".

6.40.5.2 The CONTRACTOR shall provide a list of personnel proposed to be utilized.

6.40.5.3 The CONTRACTOR shall submit a list of personnel proposed to be substituted for persons already identified to be utilized on the Project.

6.40.5.4 The CONTRACTOR shall provide a security plan to CITY indicating how construction site is to be secured to include normal and emergency egress and ingress.

6.41 PRODUCT SUBSTITUTION PROCEDURES

6.41.1 The CONTRACTOR shall follow the administrative and procedural requirements listed below in Section 6.41.2 for consideration of request for substitution during the design and construction phases.

6.41.2 CONTRACTOR'S SUBMITTAL PROCEDURES:

6.41.2.1 Transmit each substitution request on company letterhead.

6.41.2.2 During bidding phase, substitution requests shall be directed to the CITY's Procurement Services Division.

6.41.2.3 During the construction phase, substitution requests shall be directed to the CONSULTANT.

6.41.2.4 Substitution requests shall identify Project, CONTRACTOR/CM and CONSULTANT during the bidding phase plus Sub-Contractor or supplier during construction phase, indicating Specification Section and Paragraph Number of specified material and pertinent drawing and detail numbers, as appropriate. Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.41.2.5 Apply CONTRACTOR's stamp; signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.

6.41.2.6 Schedule submittals to expedite the Project, and deliver to CONSULTANT or CONTRACTOR/CM at business address. Coordinate submission of related items.

6.41.2.7 For each submittal for review, allow fifteen (15) working days including delivery time to and from the CONSULTANT or CONTRACTOR/CM.

6.41.2.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.41.2.9 Provide space for CONTRACTOR/CM and CONSULTANT review stamps.

6.41.2.10 When revised for resubmission, identify all changes made since previous submission.

6.41.2.11 Distribute copies of review submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.41.2.12 Submittals not requested will not be recognized or processed.

6.41.3 SUBSTITUTION REQUESTS

Requests for substitutions shall be made no later than ten (10) calendar days prior to Bid date. Requests received afterwards may not be considered.

6.41.4 SCOPE OF WORK:

The CONTRACTOR shall follow the administrative and procedural requirements set forth in Section 6.41.5 to assure quality of construction before and during construction.

Section 6.41.5 states the CONTRACTOR's general requirements for mockups and field samples, constructed, applied or assembled at the Site for review for use as a quality standard.

6.41.5 COORDINATION AND PROJECT CONDITIONS

6.41.5.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.5.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.5.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.5.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.5.5 Follow routing shown for pipes, ducts and conduits as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations for maintenance, and for repairs.

6.41.5.6 Within finished areas, except as otherwise indicated; conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.5.7 Coordinate completion and clean up work of separate sections in preparation for Substantial Completion and for portions of

work designated for CITY's partial occupancy.

6.41.5.8 After CITY occupancy of premises, coordinate access to Site for correction of *defective* work and work not in accordance with the Contract Documents, to minimize disruption of CITY's activities.

6.41.5.9 Change orders for extra work required by CONTRACTOR/CM due to poor coordination with sub trades will not be considered by the CITY.

6.42 FIELD ENGINEERING

CONTRACTOR shall employ Land Surveyor registered in State of Florida approved by CITY.

6.42.1 CONTRACTOR shall locate and protect survey control and reference points.

6.42.2 CONTRACTOR shall control datum for survey established by CITY provided survey.

6.42.3 CONTRACTOR shall verify setbacks and easements; confirm drawing dimensions and elevations.

6.42.4 CONTRACTOR shall provide field engineering services and establish elevations, lines and levels, utilizing recognized engineering survey practices.

6.42.5 CONTRACTOR shall submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

ARTICLE 7 – OTHER WORK

7.1 RELATED WORK AT SITE:

7.1.1 The CITY may perform other work related to the Project at the Site pursuant to other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such Other Work; and if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Changes in Contract Time). If the performance of additional work by other contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the CITY and other contractors who are party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with the CONTRACTOR's. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of other contractors by cutting, excavating or otherwise altering other contractor's work and shall only cut or alter other contractor's work with the written consent of the CITY and CONSULTANT and the other contractors whose work shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in such direct contracts between the CITY and other contractors.

7.1.3 If any part of CONTRACTOR's work depends for proper execution for results upon the work of any such other contractor, other than CONTRACTOR's own SubContractor, CONTRACTOR shall inspect and promptly report to CONSULTANT in writing, any delays, defects or deficiencies in such other contractor's work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR's work. CONTRACTOR's failure to report shall constitute an acceptance of the other contractor's work as fit and proper for integration with CONTRACTOR's work except for latent defects and deficiencies in the other contractor's work.

7.2 COORDINATION:

7.2.1 If the CITY contracts with others for the performance of other work on the Project at the Site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Special Conditions and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Special Conditions. Unless otherwise provided in the Special Conditions, neither the CITY nor the CONSULTANT shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 – THE CITY'S RESPONSIBILITIES

8.1 COMMUNICATIONS TO CONTRACTOR:

8.1.1 CITY shall issue all communications to CONTRACTOR, and provide a copy to CONSULTANT.

8.2 FURNISH DATA:

8.2.1 CITY shall promptly furnish the data required of the CITY under the Contract Documents.

8.3 PAYMENTS:

8.3.1 CITY shall make payments to CONTRACTOR promptly when they are due as provided in Section 14.5 (Review of Application for Progress Payment) and Section 14.10 (Final Payment and Acceptance) of the General Conditions.

8.4 LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1 The CITY's duties in respect to providing lands and easements and providing engineering surveys, if available and to establish reference points are set forth in paragraphs 4.11 (Availability of Land) and 4.5.1 (Reference Points) of the General Conditions.

8.4.2 The CITY shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and Drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2 (Report of Physical Conditions).

8.5 CHANGE ORDERS:

8.5.1 The CITY shall execute Change Orders as provided in Article 10 (Changes in the Work) of the General Conditions.

8.6 SUSPENSION OF WORK:

8.6.1 The CITY's may stop Work, suspend Work or terminate the services of CONTRACTOR pursuant to Paragraph 13.5 (CITY May Stop Work), Paragraph 15.1 (CITY May Suspend Work). Paragraph 15.2 (CITY May Terminate for Cause) and Paragraph 15.3 (CITY May Terminate Without Cause).

8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this Bid is implied or given. Final amount will be based on actual usage/quantities.

8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the CITY as to the total amount that may or may not be purchased from any resulting contract. The CITY reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the CITY. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

8.9 ADDITIONAL TERMS AND CONDITIONS:

8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

ARTICLE 9 – CONSULTANT'S STATUS DURING CONSTRUCTION:

9.1 CITY'S REPRESENTATIVE:

9.1.1 The CONSULTANT (if specifically designated), or a specifically designated employee of the CITY, shall act as the CITY's Representative during the construction period. .

9.1.2 The CONSULTANT's or CITY's Representative's decision with the consent of the CITY's Project Manager in matters relating to aesthetics shall be final, if pursuant to the terms of the Contract Documents.

9.1.3 CONSULTANT or CITY's Representative shall work with the CITY to:
- 9.1.3.1 Establish on-site lines of authority and communications; and
- 9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 CONSULTANT or CITY's Representative shall also work with the CITY to establish procedures for:
- 9.1.4.1 Submittals
- 9.1.4.2 Reports and Records
- 9.1.4.3 Recommendations
- 9.1.4.4 Coordination of drawings
- 9.1.4.5 Schedules
- 9.1.4.6 Resolution of conflicts

9.1.5 CONSULTANT shall also:
- 9.1.5.1 Interpret Contract specifications and Drawings
- 9.1.5.2 Transmit written interpretations to CONTRACTOR, and to other concerned parties;
- 9.1.5.3 Assist in obtaining permits and approvals
- 9.1.5.4 Verify that CONTRACTOR and SubContractors have obtained inspections for Work and for temporary facilities; and
- 9.1.5.5 Assist CITY to control the use of Site.

9.2 VISITS TO SITE:

9.2.1 After written Notice to Proceed with the Work, the CONSULTANT shall make visits to the Site at intervals appropriate to the various stages of construction or as per CONSULTANT's contract with CITY to observe the progress and quality of the executed Work and to determine in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations, as an experienced and qualified design professional, CONSULTANT shall keep the CITY informed of the progress of the Work and endeavor to guard the CITY against defects and deficiencies in the Work of the CONTRACTOR.

9.3 PROJECT REPRESENTATION:

9.3.1 The CITY of Boynton Beach or its authorized agents, inspectors or representatives shall act within the scope of duties entrusted to them by the CITY.

9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The CONSULTANT or CITY's Representative shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the CITY may determine necessary, which shall be consistent with the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the CONSULTANT's or CITY's Representative or Project Representative according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

9.6 REJECTING DEFECTIVE WORK:

9.6.1 The CONSULTANT, CITY's Representative or Project Representative shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final inspection). The CONSULTANT, CITY's Representative or Project Representative shall also have authority to require special inspection or testing of the Work as may be individually or severally deemed necessary, whether or not the Work is fabricated, installed or completed.

9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 The CONSULTANT's responsibility for Shop Drawings and samples shall be pursuant to Sections 6.11 (Shop Drawings and Samples) of the General Conditions.

9.7.2 The CONSULTANT's responsibilities as to Change Orders shall be pursuant to Article 10, (Changes in Work), Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.7.3 The CONSULTANT's responsibilities in respect to Applications for Payment, etc. shall be pursuant to Article 14 (Payment to Contractor and Completion) of the General Conditions.

9.8 DETERMINATIONS FOR UNIT PRICES:

9.8.1 The CITY's Project Manager and CONSULTANT shall determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. The CITY's Project Manager and CONSULTANT shall review with CONTRACTOR, CONSULTANT's preliminary determinations on such matters before rendering a written decision by recommendation of an Application for Payment or otherwise. The CITY's Project Manager's written decisions shall be final and binding upon the CITY and CONTRACTOR unless, within ten (10) days after the date of any such decision, the CONTRACTOR delivers to the CITY and to CONSULTANT written notice of intention to appeal from such a decision.

9.9 DECISIONS ON DISPUTES:

9.9.1 The CITY's Project Manager with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and evaluator of the acceptability of the Work under the Contract. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect to changes in the Contract Price or Contract Time shall be referred initially to CONSULTANT with the consent of the CITY's Project Manager, the CONSULTANT shall render a decision on the claim or disputed matter in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to the CITY's Project Manager and CONSULTANT and the other party(ies) to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the CITY's Project Manager and CONSULTANT within ten (10) days after such occurrence, unless CONSULTANT with the consent of the CITY's Project Manager allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The CITY's Project Manager and CONSULTANT shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless the CITY's Project Manager and CONSULTANT allow additional time). CONSULTANT with the consent of the CITY's Project Manager shall render a formal decision in writing by thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The CITY's Project Manager's written decision, on such claim, dispute, or other matter shall be final and binding upon CONTRACTOR unless:

i) an appeal from CITY/CONSULTANT's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16 (Dispute Resolution); or

ii) a written notice of intention to appeal from the CITY's Project Manager and CONSULTANT's written decision is delivered by CONTRACTOR to the CITY's Project Manager and CONSULTANT within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable laws and regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

9.9.3 The rendering of a decision by the CITY's Project Manager pursuant to Paragraphs 9.8.1, (Determinations of Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11 (Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by laws or regulations in

respect of any such claim, dispute or other matter pursuant to Article 16.

9.10 INSPECTION AND TESTING:

9.10.1 CONSULTANT shall inspect Work to assure performance pursuant to the requirements of Contract Documents as follows:
9.10.1.1 Administer special testing and inspections of suspect Work.
9.10.1.2 Reject Work which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:
9.10.2.1 Verify that required laboratory personnel and present.
9.10.2.2 Verify that tests are made in accordance with specified standards.
9.10.2.3 Review test reports for compliance with specified criteria.
9.10.2.4 Recommend and administer any required re-testing.

9.11 LIMITATIONS ON CONSULTANT:

9.11.1 Neither CONSULTANT's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CONSULTANT either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any SubContractor, any Supplier or any other person or organization performing any of the Work, or to any surety.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of the CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.11.3 or 9.11.4 of the General Conditions.

9.11.3 CONSULTANT shall not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT shall not be responsible to CONTRACTOR or CONTRACTOR's failure to perform or furnish the Work pursuant to the Contract Documents.

9.11.4 CONSULTANT shall not be responsible for the acts or omissions of CONTRACTOR or of any SubContractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the CITY may at any time order additions, deletions or revisions in the Work; these changes shall be authorized by a Field Order or Change Order. Upon receipt of any such order or document, CONTRACTOR shall promptly proceed with the Work involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2 If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order, a claim may be made therefor as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2 (References to Standards) except in the case of an emergency as provided in Paragraph 6.10.11 (Emergencies) or except in the case of uncovering Work as provided in Paragraph 13.4.2 (Uncovering Work).

10.3 EXECUTION OF CHANGE ORDERS:

10.3.1 The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:
10.3.1.1 Changes in Work, which are ordered by the CITY, pursuant to Paragraph 10.1.1 (Changes in the Work) or are required because of acceptance of *defective* Work under Paragraph 13.9, or are agreed by the parties.
10.3.1.2 Changes in the Contract Price or Contract Time which the parties agree to.
10.3.1.3 Changes in Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to Paragraph 9.9.1 (Decisions on Disputes), provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.24.1.

10.3.2 Surety: It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice shall be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the Contract Documents, all change orders involving additional cost or

extensions of time, shall be governed pursuant to the ordinances of the CITY.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (not later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of such event. All claims for adjustment in the Contract Price shall be determined by CITY and CONSULTANT in accordance with Paragraph 9.8.1, if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. Any claim for an adjustment in the Contract Price shall not be waived if not submitted in accordance with this Paragraph 11.1.2.

11.1.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved (subject to provisions of Section 11.5. (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with Paragraph 11.3.1.2a (Contractor's Fee).

11.1.3.3 On the basis of the Cost of the Work (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR's fee for overhead and profit) determined as provided in Section 11.3, Contractor's Fee, inclusive.

11.2 COST OF THE WORK:

11.2.1 **General**: The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project and must be approved by the CITY and CONSULTANT before any payment. Such costs shall include only the following items listed below in Paragraphs 11.2.2 thru 11.2.6 and shall not include any of the costs itemized in Paragraph 11.2.7 (Exclusions to Cost of the Work).

11.2.2 **Labor**: The term Cost of the Work includes payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications including the expenses of performing work after regular hours on Saturday, Sunday and legal holidays, agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Employees under this paragraph shall include superintendents and foremen on site.

11.2.3 **Materials and Equipment:** The term Cost of Work includes cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Supplier's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case, the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.4 **Subcontractor:** The term Cost of the Work includes payments made by CONTRACTOR to the SubContractors for Work performed by SubContractors, The CONTRACTOR shall obtain competitive bids from subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who shall then determine with the advice of the CONSULTANT, which bids shall be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of Work. All subcontracts shall be subject to all provisions of the Contract Documents.

11.2.5 **Costs of Special Consultants:** The term Cost of the Work includes special consultants employed for services specifically related to the Work including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants.

11.2.6 **Supplemental Costs:** The term Cost of the Work includes the following:

a. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers that are consumed in the performance of Work, and costs less than market value of such items used but not consumed which remain the property of the CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – in accordance with terms of such rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

c. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.7 **Exclusions to Cost of the Work:** The term Cost of the Work shall not include any of the following:

11.2.7.1 **Payroll costs** and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships) general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site in CONTRACTOR''s principal or branch office for general administration of the Work and not specifically included in the agreed

upon schedule of job classifications referred to in Paragraph 11.2.2 (Labor) or specifically covered by Paragraph 11.2.5 (Costs of Special Consultants) – all of which are to be considered administrative costs covered by the CONTRACTOR's fee pursuant to Paragraph 11.3 of the General Conditions.

11.2.7.2 **Expenses** of any of CONTRACTOR's offices, including principal and branch offices, other than CONTRACTOR's office at the Site.

11.2.7.3 **Any part** of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.2.7.4 **Cost of premiums** for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.6 (c) above.

11.2.7.5 **Costs due** to the negligence or intentional acts of the CONTRACTOR, any subcontractor, supplier or anyone whose acts CONTRACTOR or subcontractor may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.7.6 **Costs associated** with fringe benefits that are greater than actual costs; i.e. where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.7.7 **Other overhead** or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2 (Cost of the Work).

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR's fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon;

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 11.2.2 (Labor) and 11.2.3 (Materials and Equipment) the CONTRACTOR's fee shall be five (5%) percent.

b. For costs incurred under Paragraph 11.2.4 (Subcontractors), the CONTRACTOR's fee shall be five (5%) percent; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all subcontractors shall be five (5%) percent.

c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.2.5 (Cost of Consultants), 11.2.6 (Supplemental Costs) and 11.2.7 (Exclusions).

d. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an account equal to ten (10%) percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of net change in accordance with Paragraphs 11.3.1.2(a) through 11.3.1.2(d) inclusive.

11.3.2 Whenever the cost of any work is to be determined pursuant to Paragraph 11.2.1 (General) or Paragraph 11.2.7 (Exclusions), CONTRACTOR shall submit in writing to the CITY and CONSULTANT and in form acceptable to CONSULTANT, an itemized breakdown together with supporting data.

11.4 ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances named in the Contract Documents and shall cause the Work so covered in the Contract documents to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as acceptable to the CITY, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes and

11.4.1.2 CONTRACTOR's costs for unloading and handling on the Site, including labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change Order shall be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances and the Contract Price shall be correspondingly adjusted.

11.5 UNIT PRICE WORK:

11.5.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work, times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR shall be made by CONSULTANT and CITY in accordance with Paragraph 9.8 - Determination of Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work, and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim pursuant to applicable provisions of these General Conditions for an increase in the Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work and if the CITY believes that CONTRACTOR has incurred reduced expense as a result thereof, CITY may make a claim for a decrease in the Contract Price in accordance with Article 11 – Change in Contract Price if the parties are unable to agree as to the amount of any decrease.

11.6 OMITTED WORK:

11.6.1 The CITY may at any time, by written order, without Notice to the Sureties, require omission of such contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable Change Order. All Work so ordered must be omitted by the CONTRACTOR. The amount by which the Contract Price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract, or

11.6.1.2 By the appropriate lump sum price set forth in the Contract, or

11.6.1.3 By the reasonable and fair estimated cost of such omitted Work and profit percentage as determined by the CONTRACTOR and the CONSULTANT, and approved by the CITY.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of Contract Time shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice to the extent of the claim with supporting data shall be delivered within seven (7) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of such event. Claims made beyond these time limits shall be null and void. Reporting of the general nature of the claim shall include at a minimum:

12.1.1.1 Nature of the delay or change in the Work.

12.1.1.2 Dates of commencement/cessation of the delay or change in the Work.

12.1.1.3 Activities on the progress schedule current as of the time of delay or change in the Work affected by the delay or change in the Work.

12.1.1.4 Identification and demonstration that the delay or change in the Work impacts the construction schedule.

12.1.1.5 Identification of the source of delay or change in the Work.

12.1.1.6 Anticipation on impact extent of the delay or change in the Work.

12.1.1.7 Recommended action to minimize delay.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of continuing cause of delay, only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the CITY with input from the CONSULTANT. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this Article 12 the General Conditions.

12.1.3 If CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) that, in the sole judgment of the CITY whose decision shall be binding upon CONTRACTOR is due to delay beyond the control of the CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Article 12 of the General Conditions.

12.1.4 Delays beyond the control of CONTRACTOR shall include acts or neglect by the CITY, acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7 – Related Work at Site, fires, floods, epidemics, or acts of God.

12.1.5 The CONTRACTOR must mitigate any loss of time to include but not be limited to performing ancillary Work as is applicable to the Project.

12.1.6 Claims for delay due to inclement weather (i.e. beyond the 10-year mean average) shall be the made within ten (10) days of the inclement weather occurrence.

12.1.7 Delays attributable to and within the control of a SubContractor or supplier shall be deemed to be delays within the control of the CONTRACTOR.

12.1.8 If the CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall CITY be liable to CONTRACTOR, and SubContractor, any supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of the CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing work as contemplated by Article 7 – Related Work at Site.

12.2 LIQUIDATED DAMAGES

12.2.1 The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY shall suffer financial loss if the Work is not completed within the times specified in Paragraph 2.3 – Notice to Proceed plus any extensions thereof allowed in accordance with Article 12 – Change of Contract Time. Each of the parties acknowledge that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with any certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expenses and difficulties involved in providing proof of such damages in a legal proceeding, the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$100
$20,001 to $75,000	$200
$75,001 to $150,000	$500

$150,001 to $350,000	$750
$350,001 to $750,000	$800
$750,001 to $1,000,000	$1,000
$1,000,001 to $2,000,000	$1,200
$2,000,001 to $3,000,000	$1,500
$3,000,001 to $4,000,000	$1,600
$4,000,001 to $5,000,000	$1,700
$5,000,001 to $6,000,000	$1,800
$6,000,001 to $7,000,000	$1,900
$7,000,001 to $8,000,000	$2,000
$8,000,001 to $9,000,000	$2,100
$9,000,001 to $10,000,000	$2,200
$10,000,001 to $11,000,000	$2,300
$11,000,001 to $12,000,000	$2,400
$12,000,001 and over	$2,500

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed, for Substantial Completion until the Work is substantially complete.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$25.00
$20,001 to $75,000	$50.00
$75,001 to $150,000	$125.00
$150,001 to $350,000	$187.50
$350,001 to $750,000	$200.00
$750,001 to $1,000,000	$250.00
$1,000,001 to $2,000,000	$300.00
$2,000,001 to $3,000,000	$370.00
$3,000,001 to $4,000,000	$400.00
$4,000,001 to $5,000,000	$425.00
$5,000,001 to $6,000,000	$450.00
$6,000,001 to $7,000,000	$475.00
$7,000,001 to $8,000,000	$500.00
$8,000,001 to $9,000,000	$525.00
$9,000,001 to $10,000,000	$550.00
$10,000,001 to $11,000,000	$575.00
$11,000,001 to $12,000,000	$600.00
$12,000,001 and over	$625.00

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed.

12.2.3 This sum is not a penalty. The CITY reserves the right to additionally recover direct job site expenses, including CONSULTANT's expenses incurred during the period of any delay. The CONTRACTOR shall be liable for liquidated damages even if the Contract is terminated by the CITY for cause or if the CONTRACTOR abandons the Work. The liability of the CONTRACTOR and its surety or sureties for damages provided by this Article is joint and several.

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which CITY or CONSULTANT have actual knowledge shall be given to CONTRACTOR. All *defective* Work, whether or not completed, may be rejected, corrected or accepted as provided in Article 13 – Tests and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The Surety shall be bound with and for the CONTRACTOR in the CONTRACTOR's observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 CONSULTANT's and CONSULTANT's representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

13.3.2 If any federal, state or local laws and regulations require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore pay all costs in connection therewith, and furnish CONSULTANT the required

certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and pay all costs in connection with any inspection or testing required in connection with the CITY's or CONSULTANT's acceptance of supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.3.3 All inspections, tests or approvals other than those required by federal, state, or local laws or regulations shall be performed by organizations acceptable to the CITY and CONSULTANT.

13.3.4 If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given CONSULTANT timely written notice of CONTRACTOR's intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

13.3.5 Observations by CITY, CONSULTANT inspections or tests or approvals by others shall not relieve CONTRACTOR from CONTRACTOR's obligation's to perform the Work pursuant to the Contract Documents.

13.3.6 General: For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, the testing work and testing report thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the report shall be submitted and authoritative certification thereof must be furnished to the CONSULTANT as a prerequisite for the acceptance of any material or equipment.

13.3.7 If, in the making of any test of any material or equipment, it is ascertained by the CONSULTANT that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof and it will be directed to refrain from delivering such material or equipment, or to remove it promptly from the Site or from the Work and replace it with acceptable material, without cost to the CITY.

13.3.8 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.9 Costs. All inspection and testing or materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

13.3.10 Materials and equipment submitted by the CONTRACTOR as the equivalent of those specifically named in the Contract may be tested by the CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.11 Certificate of Manufacture: CONTRACTOR shall furnish CONSULTANT authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

13.3.12 These Certificates of Manufacture shall be notarized and include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.13 Start-up Tests: As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials and instruments and shall make start-up tests of equipment.

13.3.14 If the start-up tests disclose any equipment furnished under the Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes, adjustments and replacements required. The CONTRACTOR shall assist in the start-up tests as applicable.

13.4 UNCOVERING WORK:

13.4.1 If any Work is covered contrary to the request of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for CONSULTANT's observation and replaced at CONTRACTOR's expense.

13.4.2 If CONSULTANT requests that covered Work be observed by CONSULTANT or inspected or tested by others, CONTRACTOR, at CONSULTANT's request shall uncover, expose or otherwise make available for observation, inspection or testing as CONSULTANT may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If however, such Work is found to be *defective*, CONTRACTOR shall be allowed an increase in Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 – Change in Contract Price and Article 12 – Change in Contract Time in the General Conditions.

13.5 CITY MAY STOP THE WORK:

13.5.1 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work shall conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.6.1 If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated,

installed or completed, or if the Work has been rejected by CONSULTANT, remove it from the Site and replace with non-*defective* Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.6.2 If the CONTRACTOR refuses to comply, the CITY may do of the following:

13.6.2.1 The CITY shall correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due to the CONTRACTOR, or

13.6.2.2 The CITY shall hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the CITY's Project Manager and in compliance with the CITY's specifications. The CITY's Project Manager shall have the discretion to determine if the Work is satisfactory and in compliance with the specifications.

13.6.3 The remedies contained herein are not exclusive and the CITY/OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.7 ONE-YEAR CORRECTION PERIOD:

13.7.1 If within one (1) year after the date of Acceptance of Work or such longer period of time as may be prescribed by federal, state or local laws and regulations, or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents; any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY's written instructions, either correct such *defective* Work, or if it has been rejected by the CITY, remove it from the Site and replace it with non-*defective* Work.

13.7.2 If CONTRACTOR does not promptly comply with the terms of such instructions or incase of an emergency where delay would cause serious risk of loss or damage; the CITY may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.7.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

13.7.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.7.5 Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Paragraph 13.7 – "One Year Correction Period", the correction period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

13.8 ACCEPTANCE OF DEFECTIVE WORK:

13.8.1 Instead of requiring correction or removal and replacement of *defective* Work, CITY (prior to CONSULTANT's recommendation of final payment), if CONSULTANT prefers to accept *defective* Work CITY may accept *defective* Work. If CITY accepts *defective* Work pursuant to this Paragraph 13.8. CONTRACTOR shall pay all claims, costs, losses and damages attributable to CITY's evaluation of and determination to accept such *defective* Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

13.8.2 If any such acceptance of *defective* work occurs prior to CONSULTANT's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11 – Change of Contract Price. If acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the CITY.

13.9 CITY MAY CORRECT DEFECTIVE WORK:

13.9.1 If CONTRACTOR fails within thirty (30) days after written notice of CONSULTANT to proceed to correct *defective* Work, or remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven (7) days written notice to CONTRACTOR correct and remedy any such deficiency.

13.9.2 To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work, all materials and equipment stored at the Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CONSULTANT, the CITY's Representative agents and employees, such access to the Site as may be necessary to enable the CITY to exercise the rights and remedies under this Paragraph.

13.9.3 All direct, indirect and consequential costs of the CITY in exercising such rights and remedies under this Paragraph shall be charged against CONTRACTOR by CITY, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefore as provided in Article 11 – Change of Contract Price. Such direct, indirect and inconsequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs, and all costs of repair and/or replacement of Work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* work. CONTRACTOR shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to the CITY. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY's rights pursuant to Paragraph 13.9 of the General Conditions.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION:

14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in Paragraph 2.9 – Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to CITY and CONSULTANT.

14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price Work shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained pursuant to these General Conditions.

14.2.3 The CONTRACTOR shall receive and accept the compensation provided in the Bid and the Contract documents as full payment for furnishing all materials, labor, tools and equipment for performing all operations necessary to complete the Work under the Contract and also in full payment for all loss or damages arising from the nature of the Work or from any discrepancy between the actual quantities of Work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the CITY.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price stated in the Bid shall be in accordance with the description of that item.

14.3 APPLICATION FOR PAYMENTS:

14.3.1 Unless otherwise prescribed by federal, state or local law, at the end of each calendar month, the CONTRACTOR shall submit to the CONSULTANT for review, an Application for Payment (AFP) filled out and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and accomplished by such supporting documentation pursuant to the Contract Documents.

14.3.2 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted from the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by CONTRACTOR. Retainage shall be calculated based upon the above-mentioned sub-total.

14.3.3 The CONTRACTOR shall list each Change Order executed prior to date of submission, at the end of the continuation sheets and shall list by Change Order Number, and description, as for an original component item of work.

14.3.4 As provided for in the Application for Payment (AFP) form, the CONTRACTOR shall certify for each current pay request that all previous progress payments received from the CITY, under this Contract have been applied by the CONTRACTOR to discharge in full all obligations of the CONTRACTOR in connection with Work covered by prior Application for Payment (AFP), and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. CONTRACTOR shall attach to each Application for Payment (AFP) like obligation discharge affidavits by all subcontractors.

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the CITY prior to the making of an Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"), and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other party performing the Work at the Site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrances thereon is retained by the seller of such products or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PAYMENT:

14.5.1 CONSULTANT shall, within ten (10) days after receipt of each Application for Payment, either indicate in writing, a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing CONSULTANT's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty (30) days after receipt of the Application for Payment by the CITY with CONSULTANT's recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be timely paid by the CITY to CONTRACTOR.

14.5.2 CONSULTANT's recommendation of any payment requested in the Application for Payment shall not prohibit the CITY from withholding payment or prohibit the CITY from paying additional sums regarding other matters or issues between the parties.

14.5.3 CONSULTANT's recommendation of final payment shall constitute a representation by CONSULTANT to the CITY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4 CONSULTANT may refuse to recommend in whole or any part of any payment if, in CONSULTANT's opinion, it would be incorrect to make such representations to the CITY. The CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT's opinion to protect the CITY from loss, including but not limited to:

14.5.4.1 The Work is *defective* or completed Work has been damaged requiring correction or replacement.

14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3 The CITY has been required to correct *defective* Work or complete Work pursuant to Paragraph 13.9, or

14.5.4.4 The CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in Paragraphs 15.2.1 through 15.2.1.9 inclusive (CITY May Terminate).

14.5.5 The CITY may refuse to make payment of the full amount recommended by the CONSULTANT because claims have been made against the CITY on account of CONTRACTOR's performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended but the CITY must give CONTRACTOR written notice (with a copy to CONSULTANT) stating the reasons for such action. Reasons the CITY may refuse to make payment include but are not limited to:

14.5.6 The Work for which payment is requested cannot be verified by the CITY.

14.5.7 Claims or Liens have been filed against the CITY relating to the Project or there is reasonable evidence indicating the probable filing thereof.

14.5.8 Upon unsatisfactory obligation of the Work, including failure to clean up as required.

14.5.9 Upon CONTRACTOR's persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.5.10 Upon liquidated damages payable by the CONTRACTOR, or

14.5.11 Upon any other violation of, or failure of CONTRACTOR to comply with, the provisions of the Contract Documents.

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the CONSULTANT in writing that the Work is substantially complete and request that the CONSULTANT prepare a Certificate of Substantial Completion.

14.6.2 The CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the Work within fifteen (15) calendar days after notice from the CONTRACTOR that the Work is substantially complete to determine the status of completion. If the CONSULTANT does not consider the Work substantially complete, the CONSULTANT shall notify the CONTRACTOR in writing giving the reasons therefor. If the CONSULTANT considers the Work to be substantially complete, the CONSULTANT shall prepare and deliver to the CITY for its execution and recordation, the Certificate of Substantial Completion, signed by the CONSULTANT and CONTRACTOR, which shall affix the Date of Substantial Completion.

14.6.3 The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list", pursuant to Paragraph 14.12 of the General Conditions.

14.7 PARTIAL UTILIZATION:

14.7.1 The CITY shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged work except such as may be caused by agent or employees of the CITY.

14.7.2 Prior to Substantial Completion, the CITY, with the approval of the CONSULTANT and with written notice to the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, CONSULTANT, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.7.3.1 The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the CITY and CONSULTANT that said part of the Work is substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and CONSULTANT in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. Within fifteen (15) days after either such request, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of Work to determine its status of completion. If CONSULTANT does not consider that part of the Work to be substantially complete, CONSULTANT shall notify the CITY and CONTRACTOR in writing giving the reasons therefore. If CONSULTANT considers that part of the Work to be substantially complete, the provisions of Paragraphs 14.6.1 and 14.6.2 shall apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.7.3.2 The CITY may at any time, request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request shall be sent to CONSULTANT and within fifteen (15) days thereafter, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of the Work to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and CONSULTANT that such part of the Work is not ready for separate operation by the CITY; CONSULTANT shall finalize the list of items to be completed or corrected and shall deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which shall become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless CONTRACTOR shall have otherwise agreed in writing and so informed CONSULTANT). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on such list and to complete other related Work.

14.8 FINAL INSPECTION:

14.8.1 Upon written notice from the CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, CONSULTANT shall make a final inspection with the CITY and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, *defective*, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as necessary to remedy such deficiencies.

14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Paragraph 14.6, Substantial Completion) and other documents- all as required by the Contract Documents, and after CONSULTANT has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work.

14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment with the Warranty of Title and accompanying documentation; the CITY's CONSULTANT shall promptly examine the Work and making such tests as he/she may deem proper, and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced professional Consultant, shall satisfy themselves that the CONTRACTOR's statement appears to be correct and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled. The CONSULTANT shall then inform the CITY in writing that CONSULTANT have examined the Work and that it appears, to the best of the CONSULTANT's knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders that the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, and that CONSULTANT therefore recommend acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY's CONSULTANT does not in any way relieve the CONTRACTOR from their responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CONSULTANT or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The CONSULTANT shall then make a final estimate of the value of all Work done and shall deduct all previous payments which have been made. The CONSULTANT shall report such estimate to the CITY together with his/her recommendation as to the acceptance of the Work or his/her findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CONSULTANT's estimate and recommendation to the CITY, the CITY shall make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3 All prior estimates are subject to correction in the final estimate. Thirty (30) days after approval by the CITY of the Application for Final Payment, the amount recommended by CONSULTANT shall become due and shall be paid to the CONTRACTOR.

14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of Final Payment shall constitute:

14.11.1.1 Waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens from *defective* Work appearing after final inspection, pursuant to Paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents or the Performance and Payment Bonds; and

14.11.1.2 Waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled at the time of making an acceptance of Final Payment.

14.12 PUNCHLIST PROCEDURES:

As per Florida Statutes § 218.735(7)(a)(ii), punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within fifteen (15) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a Substantial Completion Walkthrough with CITY and CONSULTANT. The purpose of the Substantial Completion Walkthrough is to develop a preliminary punchlist ("Punchlist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR, CONSULTANT and CITY during the Substantial Completion Walkthrough. Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR's timely initiation of a request for the Substantial Completion Walkthrough. At its option, CITY may conduct Substantial Completion Walkthrough with its Field Inspector and CONSULTANT.

14.12.2 CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Substantial Completion Walkthrough itself, or thereafter for a period of thirty (30) days from the date of the Substantial Completion Walkthrough.

14.12.3 No later than thirty (30) days following the scheduled Substantial Completion Walkthrough, CONTRACTOR shall again initiate and request a second walkthrough of the Project with CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the Substantial Completion Walkthrough Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Substantial Completion Walkthrough Punchlist) and for the purpose of developing a joint Final Punchlist.

14.12.4 The intent of this section is for the CITY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services or as defined in the Contract Documents.

14.12.5 In no event may the CONTRACTOR request payment of final retainage under Florida Statutes § 218.735(7)(d) until the CONTRACTOR considers the Final Punchlist to be 100% complete.

14.12.6 CONTRACTOR agrees to complete the Final Punchlist items within thirty (30) days of the date of its issuance by CITY.

14.12.7 CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as the Final Punchlist is 100% complete.

14.12.8 CONTRACTOR acknowledges and agrees that CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such CITY generated lists prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by CITY during performance of the Work.

14.12.9 CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes § 218.735(7)(d), CITY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the Schedule of Value associated with such work activity, but rather total costs are based upon the value (i.e. cost) of completing such work activity based upon market conditions at the time of Final Punchlist completion.

14.13 RETAINAGE PROCEDURES:

14.13.1 Pursuant to Florida Statutes § 218.735(8)(a). The CITY may withhold retainage of five (5%) percent of all monies earned by the CONTRACTOR and shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which 100% of the constriction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached and acceptance by the CITY as defined in Florida Statutes § 218.735(7)(d).

14.13.2 This section does not prohibit the CITY from withholding retainage at a rate less than five (5%) percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the Contract, or from releasing at any point all or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the CONTRACTOR or by one or more subcontractors or suppliers. If the CITY makes any payment of retainage to the CONTRACTOR which is attributable to the labor, services, or materials supplies by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.3 This section does not require the CITY to pay or release any amounts that are subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statutes § 255.05 or otherwise the subject of a claim or demand by the CITY or CONTRACTOR.

14.13.4 The time limitations set forth in this section for payment requests, apply to any payment request for retainage made pursuant to this section.

14.13.5 Paragraph 14.13.2 do not apply to construction services purchased by the CITY which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.13.6 This subsection does not apply to any construction services purchased by the CITY if the total cost of the construction services as identified in the contract is $200,000 or less.

14.13.7 All payments dues under this section and not made within the time periods specified by this section shall bear interest at the rate of one (1%) percent per month, or the rate specified by contract, whichever is greater.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION:

15.1 CITY MAY SUSPEND/STOP WORK:

15.1.1 THE CITY MAY SUSPEND WORK: The CITY may, at any time and without cause, suspend the Work or any portion thereof for period of not more than ninety (90) days by notice in writing to CONTRACTOR and CONSULTANT which shall affix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so affixed. If CONTRACTOR claims an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, CONTRACTOR may make a claim as provided in Articles 11 (Change of Contract Price) and Article 12 (Change of Contract Time) of the General Conditions.

15.1.2 THE CITY MAY STOP WORK: The CITY or CITY's Representative may stop the Work or any portion thereof when it has been determined that the CONTRACTOR is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be followed by a confirmation in writing. The CONTRACTOR shall not be allowed an increase in the Contract Price or an extension of the Contract Time during the Stop Work period. A Start Work order may be verbal and shall be followed by a confirmation in writing.

15.2 CITY MAY TERMINATE FOR CAUSE:

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code) as now

or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.1.5 If CONTRACTOR admits in writing an inability to pay the debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.6 as revised from time to time);

15.2.1.7 If CONTRACTOR disregards any federal, state or local laws and or regulations of any Local Public Agency regulations that apply.

15.2.1.8 If CONTRACTOR disregards the authority of CONSULTANT; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination; the CITY may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the CONTRACTOR shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the CITY in completing the Project and for reimbursement for damages incurred. The CITY may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by CONTRACTOR to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the expense incurred by the CITY to finish the Work (including additional managerial and administrative services, plus the CITY's direct, indirect and consequential losses), exceeds the unpaid balance on the Contract, the CONTRACTOR or Surety shall pay the difference to the CITY promptly upon demand. The expense incurred through the CONTRACTOR's default, shall be certified by the CITY's Project Manager. The CONTRACTOR shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the CONTRACTOR and its surety or sureties for such damages and costs is joint and several. The obligations of the CONTRACTOR and their surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the CONTRACTOR and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the Project in its entirety. These clauses shall survive the termination of this CONTRACT. If the CITY makes a determination pursuant to this Contract to hold the CONTRACTOR in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The CONTRACTOR agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and related claims.

15.2.2 Where CONTRACTOR's services have been terminated by the CITY, the termination shall not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by the CITY shall not release CONTRACTOR from liability.

15.3 CITY MAY TERMINATE WITHOUT CAUSE:

15.3.1 The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the CONTRACTOR, and in such event, the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of Work paid directly to the CONTRACTOR, not including overhead, general expenses or profit. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination, if the CONTRACTOR can show proof of such purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it, all or some subcontracts, construction, plants, materials tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the CITY or CITY's Project Manager, shall promptly remove any part of all of this equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY, or under an order of court or other public authority, or CONSULTANT fails to act on any Application of Payment within thirty (30) days after it is submitted, or the CITY fails to pay any sum finally determined to be due within sixty (60) days to CONTRACTOR, CONTRACTOR may upon CITY's and CONSULTANT's receipt of seven (7) days written notice to the CITY and CONSULTANT, terminate the Contract and the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR to promptly assign CITY all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event, the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Contract, if CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY

and CONSULTANT, stop the Work until payment of all amount becomes due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations under Paragraph 6.24 – Continuing the Work, to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY or CONSULTANT.

ARTICLE 16 -DISPUTE RESOLUTION

16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contract or a question or fact arising under this Contract, shall be resolved through good faith efforts upon the part of the CONTRACTOR and the CITY or CITY's Project Manager. At all times, the CONTRACTOR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and CITY's or CITY's Project Manager shall be decided by the CITY MANAGER or CITY MANAGER's designee who shall reduce the decision to writing. The decision of the CITY MANAGER or CITY MANAGER's designee shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.2 MEDIATION:

16.2.1 Prior to initialing any litigation concerning this Contract, the CITY reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Palm Beach County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

ARTICLE 17 – MISCELLANEOUS:

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to :

To CITY:
User Department
100 E. Ocean Avenue
Boynton Beach, Florida 33435

WITH A COPY TO:
Director of Financial Services
Procurement Services Division
100 E. Ocean Avenue
Boynton Beach, Florida 33435

CONTRACTOR:
Individual or to a member of the firm or to an officer of the
corporation for whom it is intended.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a federal or state legal holiday, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. The provisions of this Paragraph 17.3 shall not be construed as a substitute for a waiver of the provisions of any applicable statute of limitations or repose or an actual waiver of the provisions.

17.4 CULMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6 – Contractor's Responsibilities, Section 13 – Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14 – Payments to Contractor and Completion, and Section 15 – Suspension of Work and Termination, and all of the rights and remedies available to the CITY and CONSULTANT thereunder, are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all duties and obligations which are otherwise imposed or available by federal, state and local laws or regulations, by special warranty or guarantee or by any other provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents, and the provisions of this paragraph shall be as effective as if stated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination of completion of the Contract.

17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational diseases, or injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the local public agency with reports concerning these matters.

17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR shall comply with Florida Statutes § 255.04, which requires that on public building contracts, Florida products and labor shall be used whenever price and quality are equal.

17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the Project who fails, refuses, or neglects to obey the instructions of the CONTRACTOR in anything relating to this Project, or who appears to the CITY or CITY's Representative to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be discharged at once and will no longer be employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, CONSULTANT, or their inspectors by the CONTRACTOR or its employees or agents, shall be authority for the CITY to annul the Contract and re-let the Project. No intoxicating substance shall be allowed at the Project Site.

17.8 NON-DISCRIMINATION:

17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination, rates of pay or other form of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. These provisions apply to all subcontractors and CONTRACTOR is responsible for the subcontractor compliance.

17.9 DRUG-FEE WORKPLACE:

17.9.1 The CITY requires all prospective CONTRACTORS to maintain a Drug-Free Workplace and have their Drug-Free Workplace policy posted in their offices and available for inspection by the CITY.

17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to Florida Statutes § 287.133, as amended; a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO or higher for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17.11 ASSIGNMENT:

17.11.1 This Contract nor any monies due hereunder, or any part thereof; shall not be assigned or transferred by CONTRACTOR without written consent of the party sought to be bound. The CITY shall not be liable to any assignee or transferee of the Contract or any monies due hereunder without the previous written consent of the CITY, to the assignment or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

17.13 FUNDING OUT:

17.13.1 It is necessary that fiscal funding out provisions be included in all Bids in which the terms are for periods longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and CONTRACTOR agrees that:

17.13.2 The CITY during the contract period may terminate or discontinue the items covered in this Bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination.

17.14 CITY's PURCHASING CARD:

17.14.1 The CITY has authorized use of a Purchasing Card to expedite small dollar purchases for materials, supplies and other items needed for

daily operations. CONTRACTOR may be presented these Purchasing cards by authorized CITY personnel for the above mentioned purchases.

17.14.2 The CITY reserves the right to use the Purchasing Cards as an optional payment method to pay invoices for the project Work submitted by the CONTRACTOR.

17.15 DEBARMENT:

17.15.1 The CITY shall have the authority to debar a person/corporation/contractor for cause for consideration of award of future contacts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.16 REQUIREMENTS FOR PERSONNEL ENTERING CITY PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near CITY buildings. Nor shall violation of Federal, State and local laws and policies regarding Drug-Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 "Firearm" means any weapon (including a starter gun or antique firearm) which is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame of receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on CITY premises.

17.16.4 If any employee of CONTRACTOR or Sub-Contractor is found to have brought a firearm on CITY property, such employee must be terminated from the Project by the CONTRACTOR or Sub-Contractor. If the Sub-Contractor fails to terminate such employee, the Sub-Contractor's agreement with the CONTRACTOR for the CITY project shall be terminated. If the CONTRACTOR fails to terminate such employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate such employee, the CONTRACTOR's agreement with the CITY shall be terminated.

17.17 PRODUCT RECALL:

17.17.1 In the event the CONTRACTOR receives notice that a product delivered by the CONTRACTOR to the CITY has been recalled, seized, or embargoed, and/or has been determined misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any state or federal regulatory agency, the CONTRACTOR shall notify the CITY's Procurement Services Division within two (2) business days of receiving such notice. The CITY's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the CONTRACTOR's duty to notify the CITY, CONSULTANT and CITY's Procurement Services Division that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the CITY shall include the name and description of the affected product; the approximate date the affected product was delivered to the CITY; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the CITY, if necessary to protect the health, welfare, and safety of CITY employees, and any health hazards known to the CONTRACTOR which may be caused or created by the affected product.

17.17.2 The CONTRACTOR shall, at the option of the CITY's Procurement Services Division, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the CITY. The CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the CITY, without causing significant inconvenience to the CITY.

17.17.3 At the option of the CITY, the CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to removal and/or replace the affected product with an equivalent replacement within the time specified by the CITY, without causing significant inconvenience to the CITY shall be considered a default of the Contract.

17.18 RIGHTS TO BID DOCUMENTS:

17.18.1 All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Invitation to Bid (except copyright material), shall become the property of the CITY of Boynton Beach. The CITY reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Florida Statutes, Chapter 119. Such material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

17.19 SEVERABILITY:

17.19.1 Indulgence by the CITY on any non-compliance by the CONTRACTOR does not constitute a waiver of any rights under this Invitation to Bid. If any term or provision of this Bid or resulting Contract, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Bid or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

17.20 VERIFICATION OF EMPLOYMENT STATUS:

17.20.1 The CITY shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized immigrant workers, constituting a violation of the employment provisions contained in U.S. C. Section l324a(e) (Section274A9e) of the Immigration and Nationality Act (INA). The CITY shall consider the employment by any contractor of unauthorized aliens a violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the CITY.

17.21 ABBREVIATIONS AND SYMBOLS:

17.21.1 Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specifications or standards which is current on the date of Advertisement of Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirement shall govern.

17.21.2 In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

17.21.3 ABBREVIATIONS:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturer's Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturer's Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturer's Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institution
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preserver's Association
AWPB	American Wood Preserver's Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
BIA	Brick Institute of America (Formerly, SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcement Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction, Florida Department of Transportation
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FEC	Florida East-Coast Railway
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification

FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturer's Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specifications
MMA	Monorail Manufacturer's Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds per Square Inch Gauge
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	The Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

17.21.4 GENERAL ABBREVIATIONS AND ACRONYMS

ACR	Attenuation-to-Crosstalk Ration
ADA	Americans with Disabilities Act
AFF	Above finished floor
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials (ASTM International)
AWG	American Wire Gauge
BD	Building distributor (replacing main-cross connect and MDF as "building service" (room identifiers)
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit
CATV	Community Antenna Television (Cable Television)
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.

dB	Decibel
EMT	Electrical metallic tubing
ENT	Electrical non-metallic tubing
EDPM	Ethylene-polypropylene-diene membrane
EF	Entrance facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far End Crosswalk
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Inference
ER	Equipment Room, Replacing "TR"
FMC	Flexible metallic conduit
FCC	Federal Communications Commission
FD	Floor Distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system.
FDDI	Fiber Distribution Data Interface
FEXT	Far-End Crosstalk
FOTP	Fiber Optic Test Procedure
Freq	Frequency
GE	Ground equalizer (replacing TBBIBC)
Gnd	Ground
HB	Handbox, also hose bibb for water supply part of plumbing system
HC	Horizontal Cross-Connect (replaced by floor distributor "FD")
HH	Handhole
HVAC	Heating, Ventilation, and Air-Conditioning
Hz	Hertz
IC	Intermediate Cross-Connect (replaced by "BD" or "FD"
IEEE	Institute of Electrical and Electronics Engineers
IMC	Intermediate metal conduit
ISO	International Organization for Standardization
ISP	Inside Cable Plant
LFMC	Liquidtight flexible metal conduit
LFNC	Liquidtight flexible non-metallic conduit
Mbps	Megabits per second
MC	Main Cross-Connect (replaced by campus distributor "CD")
MDF	Main Distributor Frame (replaced by "CD" or "BD")
MER	Main Equipment Room
MH	Maintenance Hole
MHz	Megahertz
NBR	Acrylonitrile-butadiene rubber
NEC	National Electric Safety Code, C2-1997
NFPA	National Fire Protection Association
NDPES	National Pollutant Discharge Elimination Systems
NR	Network Room
OSHA	Occupational Safety and Health Administration
OCP	Outside Cable Plant
OTDR	Optical Time Domain Reflectometer
PR	Pair
RCDD®	Registered Communications Distribution Designer
RFI	Radio Frequency Interference
RH	Relative Humidity
RNC	Rigid nonmetallic conduit
SM	Single Mode
TBB	Telecommunication Bonding Backbone
TBBIBC	Telecommunication Bonding Backbone Interconnecting Bonding Conductor (replaced by ground equalizer "GE")
TE	Telephone Equipment (Wall Mounted Equipment Rack)
TGB	Telecommunications Grounding Buss Bar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Buss Bar
TR	Telecommunications Room (being replaced with "ER")
UL	Underwriters Laboratory
UPS	Uninterruptible Power Supply
WAO	Work Area Outlet

17.21.5 UNITS OF MEASURE

Weights and Measures shall be identified by Weights and Measures Division, NIST., U.S. Department of Commerce, 100 Bureau Drive, Stop 2600, Gaithersburg, MD 20899-26.

END OF SECTION

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

SPECIFICATIONS & TECHNICAL REQUIREMENTS

DIVISION 1 – 01000 GENERAL

SC01000	General Requirements
SC01010	Summary of Project
SC01025	Measurement and Payment Procedures
SC01027	Applications for Payments
SC01041	Project Coordination
SC01050	Field Engineering
SC01065	Permits and Fees
SC01070	Abbreviations and Symbols
SC01091	Reference Specifications
SC01100	Special Project Procedures
SC01110	Environmental Protection Procedures
SC01153	Change Order Procedures
SC01200	Project Meetings
SC01310	Progress Schedules
SC01340	Shop Drawings, Working Drawings, and Samples
SC01370	Schedule of Values
SC01380	Construction Photographs
SC01390	Video and Photographic Site Survey
SC01400	Quality Requirements
SC01500	Construction Facilities and Temporary Controls
SC01505	Mobilization
SC01525	Construction Aids
SC01530	Barriers
SC01540	Security and Safety Procedures for Infrastructure Projects
SC01541	Security and Safety Procedures for Water Treatment Plant Projects
SC01568	Temporary Erosion and Sedimentation Control
SC01570	Maintenance of Traffic
SC01580	Project Identification and Signs
SC01600	Material and Equipment
SC01630	Substitutions and Product Options
SC01650	Start-Up
SC01700	Contract Closeout
SC01705	Record Drawing Requirements
SC01710	Cleaning
SC01730	Operating and Maintenance Data
SC01740	Warranties and Bonds
SC01800	Miscellaneous Work and Clean Up

DIVISION 2 – 02000 SITE CONSTRUCTION

02018	Vibration Monitoring
02060	Aggregate Materials

02082	Public Manholes and Structures
02084	Wet Wells
02112	Asbestos Cement Pipe Removal/Disposal
02221	Building Demolition
02230	Site Clearing
02270	Sedimentation and Erosion Control
02300	Earthwork
02320	Trenching and Excavation
02322	Dewatering and Drainage
02324	Backfill
02371	Riprap and Rock Lining
02446	Directional Drilling Pipe 12” or Less
02447	Jack and Bore
02513	Public Water & Reclaimed Water Distribution Systems
02516	Disinfection of Potable Water Distribution Systems
02536	Force Mains
02538	Sanitary Sewer System
02630	Storm Drainage
02668	Valves and Appurtenances
02730	Milling of Existing Asphalt Payment
02734	Flow Bypass Pumping
02740	Subgrade, Base Course and Asphalt
02821	Chain Link Fences and Gates
02841	Guardrail
02924	Seed, Mulch and Fertilizer
02925	Sodding
02930	Exterior Plants
02960	Restoration of Surface Improvements

DIVISION 3 – 03000 CONCRETE

03300	Cast-In-Place Concrete
03415	Pre-stressed Concrete Piles
03930	Concrete Rehabilitation

END OF SECTION

SECTION 01000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the Work is presented in Section SC01010: Summary of Project.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Consultant, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. The CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

2. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made aforementioned incidental work.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Consultant, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of its workmanship, materials, and equipment.

1.02 CONTRACT DOCUMENTS

A. The Technical Specifications consist of three (3) parts: General, Products and Execution. The General part of a Specification contains General Requirements which govern the work. Products and Execution Parts modify and supplement the General Requirements by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

B. Intent:

1. Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.

2. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Consultant that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from

the site or from the work and replace it with acceptable material, without cost to the CITY.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized federal, state and local law test codes and manufacturer recommendation.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The Contractor shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents upon Project completion.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Startup Tests

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

1.05 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Consultant.

1.06 MEASUREMENT AND PAYMENT

Payments will be made on completion of each phase of the Work and acceptance by the CITY shall be made pursuant to this Contract.

1.07 WORKING HOURS:

1. Working on this Contract shall be conducted during normal working hours (7:00 AM to 5:00 PM) on weekdays. Unless otherwise authorized in writing by the Project Manager, no work shall be performed on weekends, on City observed holidays or between 5:00 PM and 7:00 AM on weekdays.

2. Construction observation and/or inspection services needed beyond normal working hours as defined above, shall be paid for by the Contractor at an hourly rate of $100.00 for each inspector providing such services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 - SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The work under this project consists of: Emergency Repair of Water, Wastewater,A. Stormwater, Reclaimed Water, and Raw Water Utilities on an As-Needed Basis.

C. Omission of a specific item or component of a system obviously necessary for the proper functioning of the equipment or system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at noB. additional expense to the Owner.

D. Except as specifically noted elsewhere, Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.

E. Concurrent with the installation of the water main, drainage or sanitary sewer improvements and when shown on the project construction drawings, the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, driveway apron reconstruction and all surface restoration.

F. Restoration shall immediately follow the acceptance of required system testing and be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

1.02 RELATED REQUIREMENTS

A. Section SC01025: Measurement and Payment

B. Construction Facilities and Temporary Controls: Section SC01500

C. Restoration of Surface Improvements: Section SC02960

1.03 CONTRACTS

A. Construct the Work in accordance with Section SC01025: Measurement and Payment Procedures.

1.04 CONTRACTOR'S USE OF SITE/PREMISES

A. Contractor shall limit their use of the premises for Work and storage, to the areas designated.

B. Coordinate use of premise under direction of CITY and/or Consultant.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

D. Move any stored Products, under Contractor's control, which interfere with operations of the CITY, other contractors or the general public.

1.05 SAFETY AND OSHA COMPLIANCE

The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

PART 2 – PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star-Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range makers by 3M from Mexico.

2.2 SALVAGED MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the CITY and shall be cleaned, stored and delivered to the CITY as directed by the CITY's Project Manager.

2.3 CERTIFIED CHEMICALS

The Contractor shall use U.S. Department of Agriculture certified chemicals only during performance of all work under this contract. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA and be accompanied by an MSDS. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions.

PART 3 – EXECUTION

3.1 CONTRACTOR SUPERVISION

A. As required by the Contract Documents, the Contractor's Project Representative (Superintendent) shall be on site at all times and actively engaged in controlling and coordinating all on site project activities including direction and oversight of self-performed and subcontractor work activities.

B. The Superintendent/Contractor's Project Representative shall have the full authority to receive instructions to execute the orders or directions of the CITY and Consultant.

3.2 GENERAL

A. The Contractor shall, prior to entering any section, prepare Pre Construction video and digital photographs, in accordance with Section 01390 VIDEO SITE SURVEY, of each property and Right-of-Way (ROW) areas to determine existing site conditions. Together the video and photographs will provide the basis for the condition of restoration required in Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

B. The Contractor shall notify all property owners / residents forty-eight (48) hours prior to working in public Rights-of-Way or easements affecting or adjoining their properties. Notification shall be by hand-delivered flyer that shall contain the following information:

1. Project Name
2. Date of Commencement
3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local Phone Number of Contractor's Representative

The CITY must approve the Contractor's notification prior to issuance. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-Of-Ways (ROW) or easements affecting for adjoining property owner's property.

C. The Contractor shall, prior to the removal of any fences, erect temporary fences to secure the owner's property. These temporary fences shall be of 4' high woven wire (2" x 4" grid), on the T line post 10' on centers. These fences shall run along the easement line and will remain in place until the permanent fence is re-erected.

D. The Contractor shall not start major construction activities, such as pipeline and structure excavations, or preparation for major activities, such as setting wellpoints and header pipe, just prior to extended holiday periods such as the typical week taken off at the end of each year.

3.3 NPDES COMPLIANCE

A. Prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).

C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection
Tallahassee, FL 32399-2400
(850) 921-9904

3.4 PROTECTION OR REMOVAL OF UTILITY LINES

A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of its proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that it is fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.

B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of its work.

C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint itself with all information and to avoid conflict with existing conditions. Contractor shall protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.

D. Existing Utility Lines to be Retained: Contractor shall repair damaged lines that are not shown on drawings, or locations of which

are not known to Contractor in sufficient time to avoid further damage.

E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction, latest Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

A. Applications for Payments: Section SC01027

B. Shop Drawings, Working Drawings, and Samples – Section SC01340

C. Schedule of Values: Section SC01370

D. Change Order Procedures: Section SC01153

E. Field Engineering: Section SC01050

F. Quality Requirements: Section SC01400

G. Record Drawing Requirements – Section SC01705

H. Testing Specific Utility Systems

1. Refer to Section 02513 POTABLE WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS, 02536 FORCE MAINS and Section 02538 SANITARY SEWER SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES –

1. Actual costs to be reimbursed by the City.

1.06 SCHEDULE OF VALUES

A. Submit Schedule of Values at the Pre-Construction Meeting.

B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

A. Refer to Section SC01027 – APPLICATIONS FOR PAYMENT

B. Submit one (1) original Application for Payment (AFP) for review, authorization and processing.

I. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

Provide a column for each of the following:

a. Item Number

b. Item Description

c. Quantity

d. Unit of measurement

e. Scheduled Value

f. Change Orders

g. Work Completed:
1. Previous Period (Quantity and Value)
2. This Period (Quantity and Value)

h. To Date (Quantity and Value)

i. Percentage of Completion

j. Balance to Finish

k.. Retainage

NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

J. Include one (1) set of progress photographs with each Application for Payment. Refer to the Contract Documents, specifically Section SC01380 CONSTRUCTION PHOTOGRAPHS for specific details and requirements.

K. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.

L. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

A. **Monthly Payments to the Contractor.** The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

B. Substantiating Data: When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.

2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness**.**

F. Measurement by Area: Measured by square dimension using mean length and width or radius.

G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.

H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.

I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. If "remove and replace" is indicated on the project construction drawings (by either annotation or line weight), then the item descriptions below include the removal and proper disposal of the existing items.

General

Mobilization/Demobilization, Bonds & Insurance

1. Payment for the General Conditions shall be made on the basis of percentage of the Lump Sum Price and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, for establishment of temporary offices/field trailer, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor. This pay item shall include all General Requirements not listed as separate items. The cost of bonds, required insurance, permits and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

Maintenance of Traffic

1. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.

2. Payment for traffic control shall be made on the basis of a percentage (as determined in '1' above) of the Lump Sum (LS) Price. The contract unit price shall include compensation for required labor, materials, and equipment necessary to keep roadways and property accesses in service during construction activities in accordance with the Contract Documents.

3. A detailed MOT plan will need to be provided by the Contractor and approved by City and Palm Beach County when applicable.

4. This item includes maintenance of traffic plan, traffic control, flagman, detour signs, barricades, advance warning arrow panels, temporary signage, construction and removal of temporary access driveways to residential homes, commercial material for driveway

maintenance, etc. in order to provide safety and traffic access in accordance with local and state requirements.

5. This item also includes furnishing and installing material (temporary pavement or asphalt millings) for temporary roadways for local resident access and emergency vehicle access during the duration of the construction, and for providing all restoration due to the construction temporary roadways.

6. Refer to Specification Section SC01570 Maintenance of Traffic.

As-Built Record Drawings

2. Payment for Record Drawings shall be made at the Contract Lump Sum Price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification SC01340 SHOP DRAWINGS, WORK DRAWINGS AND SAMPLES and the requirements of this Special Conditions.

2. Contractor shall submit updated As-Built Drawings (1 hard copy set and 1 electronic copy in PDF with each Pay Application Request.

Professional Audio/Video of Construction Site

3. Payment for Audio Video Documentation shall be made at the Contract lump sum price and shall be full compensation for Audio Video Documentation as specified in technical specification 01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY and the requirements of this technical specification.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

SECTION 01027 - APPLICATIONS FOR PAYMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Applications for Payment to the CONSULTANT in accordance with schedule established by Conditions of the Contract and Agreement between CITY and Contractor.

B. Related requirements described elsewhere:

1. Agreement:

2. Application for Payment Form.

3. Progress Schedules: Section SC01310.

4. Schedule of Values: Section SC01370

5. Construction Photographs: Section SC01380.

6. Contract Closeout: Section SC01700.

7. Project Record Documents: Section SC01720.

1.02 FORMAT REQUIRED

A. Submit applications typed on form acceptable to CITY, Documents (Application for Payment Form), with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14-inch white paper continuation sheets.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar value to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

4. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the CITY, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section SC01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to submit the updated record drawings for review by the CITY and the CONSULTANT.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" prepared per the requirements of Section SC01310: Progress Schedules.

E. Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section SC01380: Construction Photographs.

1.05 PROGRESS PAYMENT PROCEDURES

A. The Contractor will prepare and submit one (1) original monthly invoice for work completed during the one-month period. Application for Payment shall be submitted in the format of the sample form provided by the CITY. All information must be completed for the pay application to be accepted. CITY's purchase order number for the project must be placed on each application. The Application for Payment must be submitted at least three (3) days in advance in an electronic format for review by the CITY and CONSULTANT for

approval. **Redlined Applications for Payment will not be accepted by the CITY.**

B. If the Application for Payment and support data are not approved, the Contractor is required to submit new, revised or missing information according to the CONSULTANT's instructions. Otherwise, the Contractor shall prepare and submit to the CITY or CONSULTANT an invoice in accordance with the estimate as approved. CITY will pay Contractor, in accordance with Florida Prompt Payment Act, §218.70, Florida Statutes, as may be amended from time to time.

C. Each Application For Payment shall be accompanied by an updated project schedule (three-week ahead schedule) along with the Construction/Progress photographs and Project Record Drawings in accordance with Section SC01720: PROJECT RECORD DOCUMENTS and SC01380: CONSTRUCTION PHOTOGRAPHS or as directed by the CITY. Any Application For Payment that is received without these items will be returned to the Contractor without review.

D. The Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Approved Change Order items shall be added as separate line items.

E. Prior to initial payment request, the Contractor shall submit the following documents to the CITY and Consultant for their review and approval:

1. List of principle subcontractors and suppliers.

2. Schedule of values.

3. Shop drawing log.

4. Project schedule.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments. Provide information as required by the General Conditions and Section SC01700: Contract Closeout.

B. Furnish evidence of completed operations insurance in accordance with the General Conditions.

C. Provide Final Release of Lien and other closeout submittals as required by the General Conditions.

1.07 SUBMITTAL PROCEDURES

A. Submit Applications for Payment to the CITY at the time stipulated in the Agreement. Review the percents complete with the CONSULTANT and resolve any conflicts or discrepancies.

B. Number of copies for each Final Application for Payment:

1. CITY: One (1) copy.

2. CONSULTANT: One (1) copy

C. When the CONSULTANT finds Application properly completed and correct, it will transmit the certificate for payment to the CITY, with copy for the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Upon receipt by CONSULTANT and CITY of Contractor's written Notice of Final Completion of its work under this Contract, CONSULTANT and CITY shall verify all work has been completed on the project. When all work has been verified as complete, and the Contractor submits the items listed below, the Contractor may submit a final Application for Payment:

A. Complete work listed as incomplete at the time of Substantial Completion and obtain CONSULTANT certification of completed Work.

B. Provide copy of records indicating notification to all subcontractors and material suppliers of Contractor's Performance and Payment Bonds.

C. Transfer operational, access, security and similar provisions to CITY; remove temporary facilities, tools and similar items.

END OF SECTION

SECTION 01041 - PROJECT COORDINATION

PART I – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall:

1. Coordinate work of its employees and subcontractors.

2. Expedite its work to assure compliance with schedules.

3. Coordinate its work with that of work by CITY.

4. Comply with orders and instructions of CONSULTANT.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Project.

B. Section SC01027: Applications for Payment.

C. Section SC01200: Project Meetings.

D. Section SC01310: Progress Schedules.

E. Section SC01340: Shop Drawings, Work Drawings and Samples.

F. Section SC01500: Construction Facilities and Temporary Controls.

G. Section SC01700: Contract Closeout.

1.03 CONSTRUCTION ORGANIZATION & START-UP

A. CONSULTANT shall establish on-site lines of authority and communications:

1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section SC01200: PROJECT MEETINGS.

2. Establish procedure for:

a. Submittals

b. Reports and records

c. Recommendations

d. Coordination of drawings

e. Schedules

f. Resolution of conflicts

3. Interpret Contract Documents:

a. Transmit written interpretations to Contractor, and to other concerned parties.

4. Assist in Obtaining permits and approvals:

a. Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

5. Control the use of Site:

a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.

6. Inspection and Testing:

a. Inspect work to assure performance in accord with requirements of Contract Documents.

b. Administer special testing and inspections of suspect Work.

c. Reject Work, which does not comply with requirements of Contract Documents.

d. Coordinate Testing Laboratory Services:

1. Verify that required laboratory personnel are present.

2. Verify that tests are made in accordance with specified standards.

3. Review test reports for compliance with specified criteria.

4. Recommend and administer any required re-testing.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

1. Prepare a detailed schedule of basic operations.

2. Monitor schedules as work progresses:

a. Identify potential variances between scheduled and probable completion dates for each phase.

b. Recommend to CITY adjustments in schedule to meet required completion dates.

c. Document changes in schedule; submit to CITY, CONSULTANT and to involved subcontractors.

3. Observe work of each subcontractor to monitor compliance with schedule.

a. Verify that labor and equipment are adequate for the work and the

schedule.

b. Verify that product procurement schedules are adequate.

c. Verify that product deliveries are adequate to maintain schedule.

d. Report noncompliance to CONSULTANT, with recommendation for changes.

B. Process Shop Drawings, Product Data and Samples:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

a. Field dimensions and clearance dimensions.

b. Relation to available space.

c. Effect of any changes on the work of any subcontractor.

A. Review Drawings prepared by Mechanical and Electrical subcontractors:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

B. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.

1. Submit to CONSULTANT.

2. Reproduce and distribute copies to concerned parties after CONSULTANT review.

C. Maintain reports and records at job site, available to CONSULTANT and CITY.

1. Daily log of progress of work.

2. Records.

a. Contracts.

b. Purchase orders.

c. Materials and equipment records.

d. Applicable handbooks, codes and standards.

3. Maintain file of record documents.

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

A. Mechanical and Electrical equipment start-up:

1. Coordinate checkout of utilities, operational systems and equipment.

2. Organize initial start-up and testing.

3. Record dates of start of operation of systems and equipment.

4. Submit to CITY written notice of beginning of warranty period for equipment put into service.

B. At completion of Work, conduct an inspection to assure that:

1. Specified cleaning has been accomplished.

2. Temporary facilities have been removed from site.

C. Substantial Completion:

1. Conduct an inspection to develop a list of Work to be completed or corrected.

2. Assist CONSULTANT in inspection.

3. Supervise correction and completion of work of subcontractors.

1.06 CONSULTANT'S CLOSE-OUT DUTIES

A. Final Completion:

1. When Contractor determines that work is finally complete, conduct an inspection to verify completion of Work.

B. Administration of Contract closeout:

1. Receive and review Contractor's final submittals.

2. Transmit to CITY with recommendations for action.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor to provide Field Engineering service for the Project.

1. Survey work required in execution of Project.

2. The method of field staking for the construction of the Work shall be at the option of the Contractor. The CITY has provided the engineering surveys, if available, necessary to establish reference points which in the CITY's judgment are necessary to enable the Contractor to proceed with its work.

3. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.

4. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until it has established such points, marks, lines and elevations as may be necessary for the prosecution of the Work.

5. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010.

2. Project Record Documents: Section SC01720.

1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified registered land surveyor, acceptable to the CITY.

1.03 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Consultant.

2. Report to the CONSULTANT when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the CITY. Establish replacement based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent benchmarks each on site.

1. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.

C. From time to time, verify layouts by same methods.

1.05 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At the end of the project, submit a certified site survey at 1-inch equals 20 feet scale on 24 inches by 36 inches sheet, and per Section SC01720 – Project Record Documents.

1.06 SUBMITTALS

A. Submit name and address of surveyor to the CONSULTANT.

B. On request of the CONSULTANT, submit documentation to verify accuracy of Field Engineering work.

C. Submit certificate signed by a registered surveyor certifying that elevations are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 - PERMITS AND FEES

PART 1 – GENERAL

A. The Contractor shall obtain **all** permits and licenses related to its work, including but not limited to, the necessary construction permits. Cost of permit fees shall be paid by Contractor. CITY to be invoiced at actual cost without markup.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 NPDES COMPLIANCE

A. In addition to other required field permitting, prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).

C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection Tallahassee, FL 32399-2400 (850) 921-9904

END OF SECTION

SECTION 01070 - ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 STANDARDS AND ABBREVIATIONS

A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

C. Abbreviations:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
	CDA Copper Development Association
CFS	Cubic Feet Per Second

CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
FEC	Florida East-Coast Railway
Fed Spec	Federal Specification
FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds Per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
	TAS Technical Aid Series
TCA	Tile Council America
	TDH Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

C. Additional abbreviations and symbols are

shown on the Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01091 - REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that such standards or requirements may be in conflict with applicable federal, state and local laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from such standards or requirements.

B. Assignment of Specialists. In certain instances, the Specifications require (or imply) that specific Work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. These requirements are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to, or exceed, the requirements of such documents and are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the Florida Building Code, or the approved building code which replaces it. The latest edition of the code as adopted by the CITY as of the date of award as adopted by the Local Public Agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the CONSULTANT for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01100 - SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Consultant shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Consultant of Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

C. Construct all work to prevent run-off from flowing off site.

D. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

E. The Contractor shall notify all property owners/residents, forty-eight (48) hours prior to working in public rights-of-ways or easements affecting or adjoining their properties. Notification shall be hand-delivered flyer that shall contain the following information:

1. Project Name
2. Date of Commencement
3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local phone number of Contractor's Representative.

The CITY shall approve the Contractor's notification prior to issuance of flyer to the public. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-of-Ways (ROW) or easements affecting or adjoining property owner's property.

1.02 HAULING AND CONSTRUCTION OPERATIONS

A. The Contractor shall keep its haul route and work area(s) neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of material to be disposed of. The Contractor shall immediately clean up any such spill or waste. If the Contractor fails to clean up such spill, or waster immediately, the CITY shall have the right to clean up or arrange for its clean up and charge to the Contractor all costs, including engineering, administrative costs and overhead, incurred by the CITY in connection with such cleanup. The CITY may also charge to the Contractor any cost incurred or penalties imposed on the CITY as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority. The term "Contractor" as used in this section shall include the Contractor's Subcontractors and other Contractors.

B. The general requirements for vehicles hauling such waste materials are as follows: Transport vehicle must be of type(s) approved for this application by the State of Florida. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.

C. The routes used by the Contractor for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes. To the extent possible, the use of residential streets shall be prohibited.

D. Provide protection for plans designated to remain. Replace damaged plants.

E. Provide barriers to prevent unauthorized entry to site and to protect existing facilities and adjacent properties from damage.

F. Provide flag person(s) and necessary traffic control devices when trucks or construction equipment is entering or leaving the site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01110 - ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable federal, state and local laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; adversely affect plants or animals; or degrade the utility of the environment for aesthetic and/or recreational purposes.

B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.

C. The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures required to prevent silting, muddying, or pollution of wetlands, streams, rivers, impoundments, lakes, stormwater ponds, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area and shall be maintained throughout construction. Specific requirements for erosion and sedimentation controls are specified in Section 02270. The Contractor will be required to meet all the conditions specified in the permits and in the Specifications.

D. All specific conditions attached to existing permits for this site shall be included in the sedimentation and erosion control measures.

1.2 APPLICABLE REGULATIONS

A. The Contractor shall comply with all applicable Federal, State and local laws and regulations and applicable permits and their specific conditions concerning environmental pollution control and abatement.

1.3 NOTIFICATIONS

A. The CITY and/or CONSULTANT will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the CITY or CONSULTANT, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the CITY or Consultant or from the regulatory agency through the CITY and/or CONSULTANT, immediately take corrective action. Such notice, when delivered to the Contractor or their authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the CITY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.04 IMPLEMENTATION

A. Prior to commencement of the Work, the CONTRACTOR shall meet with the CITY and CONSULTANT to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.

B. The Contractor shall remove temporary environmental control features, when approved by the CITY or CONSULTANT, and incorporate permanent control features into the project at the earliest practicable time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. The Contractor shall provide positive means of erosion control such as shallow run on and run off ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. If dewatering is necessary and exceeds SFWMD thresholds, a dewatering plan must be prepared by a certified Registered Professional Engineer in the State of Florida and submitted to the CITY and CONSULTANT; then submitted and approved by the South Florida Water Management District prior to the commencement of work requiring dewatering. Contractor must comply with permits. However, no water from dewatering activities may be discharged offsite. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

3.2 PROTECTION OF STREAMS AND CANALS

A. Care shall be taken by Contractor to prevent, or reduce to a minimum, any damage to any

ditch or the stormwater outfall canal, from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such ditches. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the ditch, shall not be directly returned to the ditch. Such waters will be diverted through a settling basin or filter approved by the CITY or CONSULTANT and meet required standards before being directed into the ditches and other water bodies.

B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.

C. All preventative measures shall be taken by Contractor to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection. Contractor shall submit two (2) copies of approved contingency plans to the CITY and CONSULTANT.

3.3 PROTECTION OF LAND RESOURCES

A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Contractor shall confine all construction activities to areas shown on the Drawings.

B. Outside of areas requiring earthwork for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval from the CITY and CONSULTANT. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the CITY and CONSULTANT. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment, dumping or other operations, protect such trees by placing barricades around them. Monuments and markers shall be protected similarly before beginning operations near them.

D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition.

All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving as determined by the CITY and/or CONSULTANT shall be immediately removed and replaced.

E. The locations of the Contractor's storage, and other construction structures required temporarily in the performance of the Work, shall be cleared as shown on the Drawings. Drawings showing storage facilities shall be submitted for approval of the CITY and CONSULTANT.

F. If the Contractor proposes to construct temporary roads or embankments and excavations for work areas, it shall submit the following for approval at least thirty (30) days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.

2. Details of temporary road construction.

3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

G. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the CITY and CONSULTANT. The disturbed areas shall be prepared and seeded as described in Section 02924 SEED, MULCH and FERTILIZER, or as approved by the CONSULTANT.

H. All debris and excess material will be disposed of in approved areas as noted on the Drawings.

3.4 PROTECTION OF AIR QUALITY

A. Burning. No open fires or burning will be permitted. If need dictates burning of any kind, Contractor must obtain prior approval of CITY and obtain appropriate permits from the state and local government agencies.

B. Dust Control. The Contractor will be required to maintain all excavations, embankment, stockpiles, access roads, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air

pollution to be exceeded, and which would cause a hazard or nuisance to others.

C. An approved method of stabilization consisting of sprinkling or other similar methods will be required to control dust. The use of petroleum products is prohibited.

D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the CITY and/or CONSULTANT.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

SECTION 01153 - CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.01 SCOPE:

A. The CITY, without invalidating the Contract, may make adjustments to bid item quantities by adding to or deducting from the quantities on the Schedule of Bid Items, as the Work progresses. These adjustments shall be in accordance with the unit or line item price set forth on the Schedule of Bid Items and are tracked as Work progresses, and approved on the monthly Application for Payment form.

1.02 REQUIREMENTS INCLUDED

A. Promptly implement Change Order procedures.

1. Provide full written data required to evaluate change.

2. Maintain detailed records of work done on a time and material/force account basis.

3. Provide full documentation to CONSULTANT on request.

B. Designate in writing the member of Contractor's organization.

1. Who is authorized to accept changes in the Work.

2. Who is responsible for informing others in the Contractor's employ the authorization of changes in the Work.

C. CITY will designate in writing the person who is authorized to execute Change Orders.

1.03 RELATED REQUIREMENTS

A. Bid Form.

B. Agreement.

C. General Conditions.

D. Supplementary Conditions.

E. Section SC01027: Applications for Payments.

F. Section SC01310: Progress Schedules.

G. Section SC01370: Schedule of Values.

H. Section SC01630: Substitutions and Product Options.

I. Section SC01700: Contract Closeout.

1.04 DEFINITIONS

A. Change Order: See General Conditions.

B. Construction Change Authorization: A written order to the Contractor, signed by CITY and CONSULTANT, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change that affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

C. Field Order: A written order, instructions, or interpretations, signed by CONSULTANT making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.05 PRELIMINARY PROCEDURES

A. CONSULTANT may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Consultant containing:

1. Description of the proposed changes.

2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.

4. Statement of the effect on the Work of separate contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.06 CONSTRUCTION-CHANGE AUTHORIZATION

A. In lieu of Proposal Request, CONSULTANT may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. CITY and CONSULTANT will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.

D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.07 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow CONSULTANT to evaluate the quotation.

B. On request provide additional data to support time and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.

a. Recommended sources of purchase and unit cost.

b. Quantities required.

4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.

6. Overhead and profit.

7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of CITY's authorized agent who ordered the work, and the date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid.

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use.

b. Products used, listing of quantities.

c. Subcontractors.

D. Document requests for substitutions for products as specified in Section SC01630.

1.08 PREPARATION OF CHANGE ORDERS

A. CONSULTANT will initiate each Change Order.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.09 LUMP-SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's Proposal Request and Contractor's Responsive Proposal as mutually agreed between CITY and Contractor; or

2. Contractor's Proposal for a change, as recommended by the CONSULTANT.

B. CITY and CONSULTANT will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's definition of the scope of the required changes; or

2. Contractor's Proposal for a change, as recommended by CONSULTANT; or

3. Survey of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between CITY and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. CITY and CONSULTANT will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms herein.

D. When quantities of the items cannot be determined prior to start of the work:

1. CONSULTANT will issue a construction change authorization-directing Contractor to proceed with the change on the basis of unit prices.

2. At completion of the change, CONSULTANT will determine the cost of such work based on the unit prices and quantities used.

    a. Contractor shall submit documentation to establish the number of units of each item and any claims for change in Contract Time.

3. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

4. CITY and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.11 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION CHANGE AUTHORIZATION

A. CONSULTANT will issue a Construction Change Authorization directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.

C. CONSULTANT will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.

D. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

E. CITY and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.12 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Contractor shall revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, Contractor shall enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Consultant shall schedule and administer pre-construction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Consultant shall:

a. Prepare agenda for meetings.

b. Make physical arrangements for meetings.

c. Preside at meetings.

2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

3. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules. The Consultant shall record the pre-construction meeting and each progress meeting in its entirety, and shall provide the Consultant with a voice recording, having good quality and clarity, and a typed transcript of the minutes of each meeting. A copy of the minutes of each progress meeting shall be available five (5) business days after the meeting.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section SC01310.
2. Shop Drawings, Working Drawings, and Samples: Section SC01340.
3. Security and Safety Procedures for Infrastructure Projects: Section SC01540
4. Project Record Documents: Section SC01720.

1.02 PRE-CONSTRUCTION MEETING

A. The Consultant shall schedule a preconstruction meeting within ten (10) days after the effective date of the contract.

B. Location: A local site, convenient for all parties, designated by the Consultant.

C. Attendance:

1. CITY's representative.

2. Consultant and Consultant's professional consultants.

3. Resident project representative.

4. Contractor and its superintendent.

5. Major subcontractors.

6. Representatives of major suppliers and manufacturers as appropriate.

7. Governmental and Utilities representatives as appropriate.

8. Others as requested by the Contractor, CITY and Consultant.

D. The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The suggested agenda should include:

1. Distribution and discussion of:

a. List of major subcontractors and suppliers.

b. Projected schedules.

c. Schedule of Values

d. NPDES plan

2. Critical work sequencing: Relationships and coordination with other contracts and/or work.

3. Major equipment deliveries and priorities.

4. Project coordination: Designation and responsible personnel.

5. Procedures and processing of:

a. Field decisions.

b. Proposal requests.

c. Request for Information.

d. Submittals.

e. Change Orders.

f. Applications for Payment.

6. Submittal of Shop Drawings, project data and samples.

7. Adequacy of distribution of Contract Documents.

8. Procedures for maintaining Record Documents.

9. Use of premises:

a. Office, work and storage areas.

b. CITY's requirements.

c. Access and traffic control.

10. Construction facilities, controls and construction aids.

11. Temporary utilities.

12. Safety and first aid procedures.

13. Check of required Bond and Insurance certifications.

14. Completion time for Contract and liquidated damages.

15. Request for extension of Contract Time.

16. Weekly job meeting for all involved.

17. Security procedures.

18. Procedures for making partial payments.

19. Guarantees on completed work.

20. Equipment to be used.

21. Staking of work.

22. Project inspection.

23. Labor requirements.

24. Laboratory testing of material requirements.

25. Provisions for material stored on site.

26. Requirements of other organizations.

27. Rights-of-way and easements.

28. Housekeeping procedures.

29. Liquidated damages.

30. Posting of signs.

31. Pay request submittal dates.

32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

A. The Consultant shall schedule and conduct regular periodic meetings. The progress meetings will be held every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.

B. Hold called meetings as required by progress of the Work.

C. Location of the meetings: Site selected by Consultant.

D. Attendance:

1. Consultant and its representatives as needed.

2. Contractor.

3. CITY's representatives.

4. Subcontractors (active on the site).

5. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).

E. The Consultant shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the CITY, Consultant and others. The purpose of the meetings will be to review the progress of the Work. The agenda will include but not be limited to the following:

1. Review approval of minutes of previous meeting.

2. Review of work progress since previous meeting and work scheduled (3-week look ahead schedule).

3. Field observations, problems, and conflicts.

4. Problems which impede construction Schedule.

5. Review of off-site fabrication, delivery schedules.

6. Corrective measures and procedures to regain projected schedule.

7. Status of approved construction schedule.

8. Progress schedule during succeeding work period.

9. Coordination of schedules.

10. Review status of submittals, expedite as required.

11. Maintenance of quality standards.

12. Pending changes and substitutions.

13. Shop Drawing problems.

14. Review proposed changes for:

a. Effect on construction schedule and on completion date.

b. Effect on other contracts of the Project.

15. Construction schedule.

16. Critical/long lead items.

17. Other business.

F. The Contractor is to attend monthly progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.

2. Status of all activities behind schedule and what specifically will be done to regain the schedule.

3. Status of all material deliveries, latest contact with equipment manufacturer and specific actions taken to expedite materials.

4. Status of open deficiencies and what is being done to correct the same.

G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section SC01340: Shop Drawings, Working Drawings and Samples.

1.04 SPECIAL MEETINGS

A. The Contractor may be required to attend certain City Hall meetings to inform the public before commencement or during progress of the project to discuss specific issues.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Prior to Pre-Construction Meeting, Contractor shall prepare and submit to the CONSULTANT initial construction schedule(s) demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating and performing the Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The principles and definition CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating and performance of the Work. Assumed notice to proceed date for this schedule shall be ninety (90) days from bid opening date.

2. After issuance of Notice To Proceed, Contractor shall submit revised progress schedules on a bi-weekly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010

2. Applications for Payment: Section SC01027

3. Change Order Procedures: Section SC01153

4. Project Meetings: Section SC01200

5. Shop Drawings, Working Drawings, and Samples: Section SC01340

6. Schedule of Values: Section SC01370

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted by Contractor in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this Project.

1.03 FORM OF SCHEDULES

A. Maximum Sheet Size: 24 inches by 36 inches.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two (2) week increment scale. Specifically list, but not limit to:

a. Obtaining all permits/construction easements (if needed)
b. Shop Drawing submitted/review time
c. Site clearing/filling
d. Site utilities
e. Pipeline installation
f. Roadway installation
g. Subcontractor work
h. Equipment installations
i. Finishings
j. Instrumentation
k. Painting
l. Operator training
m. Testing
n. Start-up
o. Receipt of spare parts

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals schedule for Shop Drawings and Samples shall be in accordance with Section SC01340: Shop Drawings, Product Data and Samples. Indicate on the Schedule the following:

1. The dates for Contractor's submittals.

2. The dates submittals will be required for CITY-furnished products, if applicable.

3. The dates approved submittals will be required from the CONSULTANT.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows

anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the CONSULTANT. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable Completion Date, notwithstanding the CONSULTANT's approval of the progress schedule.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start

b. Sort by float

c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Within ten (10) working days after the conclusion of the CONSULTANT's review of initial schedule, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the CONSULTANT within fifteen (15) working days after receipt. The network diagram and tabulated schedule when accepted by the CONSULTANT shall constitute the Project work schedule unless a revised schedule is required due to substantial changes in the work scope, a change in Contract Time or a recovery schedule is required and requested.

C. Acceptance. The finalized schedule will be acceptable to the CONSULTANT, when in the opinion of the CONSULTANT; it demonstrates an orderly progression of the Work to completion in accordance with the Contract requirements. Such acceptance will neither impose on the CONSULTANT responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submittals will be acceptable to the CONSULTANT, when in the opinion of the CONSULTANT, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the CONSULTANT as to form and content, when in the opinion of the CONSULTANT, it demonstrates a substantial basis for equitably distributing the Contract Sum. When the network diagram and tabulated schedule have been accepted, The Contractor shall submit to the CONSULTANT five (5) copies of the time-scaled network diagram, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and five (5) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and five (5) copies sorted by predecessor/successor.

D. Revised Work Schedules. Contractor, if requested by the CONSULTANT, shall provide a revised work schedule if, at any time, the CONSULTANT considers the completion Date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09, herein, designed to show how Contractor intends to accomplish the work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

E. Schedule Revisions. The CONSULTANT may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration or relationships of any activity without approval of the CONSULTANT.

1.07 DISTRIBUTION

A. Contractor shall distribute copies of the reviewed schedules to:

1. CONSULTANT

2. Jobsite file

3. Subcontractors

4. Other concerned parties

5. CITY (two copies)

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a Change Order, the approved changes shall be reflected in the next scheduled revision or update submittal by Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractor's (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided in to a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 36 inches by 60 inches. Notation on each activity line shall include a brief work description and a duration, as described in Paragraph 1.09D., herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of such activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the Work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the CONSULTANT.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers, single activity numbers may be used.

2. Duration.

3. Activity Description.

4. Early Start Date (Calendar Dated).

5. Early Finish Date (Calendar Dated).

6. Identified Critical Path.

7. Total Float (Note: No activity may show more than 20 days float).

8. Cost of Activity.

9. Equipment Hours by type, man power/hours by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data.

1. Project Name.

2. Contractor.

3. Type of Tabulation (Initial or Updated).

4. Project Duration.

5. Project Scheduled Completion Date.

6. Effective or Starting Date of the Schedule.

7. New Projects Completion Date and Project Status, if an updated or revised schedule.

8. Actual Start Date and Finish Date for all update schedules.

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by CONSULTANT, Contractor shall submit to the CONSULTANT a computer printout of an updated schedule for those activities that remain to be completed.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a 3-week look-ahead schedule, showing all activities in progress, uncompleted or scheduled to be worked during the weeks. The 3 weeks include the current week plus the next 2 weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the CONSULTANT for review and approval, such Shop Drawings, Test Reports and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

2. With the Contractor's executed agreement and Bond Submittal, the Contractor shall submit to the CONSULTANT a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the CONSULTANT shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings. The Contractor shall include Shop Drawing review time on the Project schedule (see section SC01310).

3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the City and the CONSULTANT. This log should include the following items:

a. Submittal-Description and Number assigned.

b. Date to CONSULTANT.

c. Date returned to Contractor.

d. Status of Submittal (Approved as Noted, Rejected/Re-submit).

e. Date of Resubmittal and Return (as applicable).

f. Date material release for fabrication.

g. Projected date of fabrication.

h. Projected date of delivery to site.

i. Status of O&M manuals submittal.

j. Specification Section.

k. Drawings Sheet Number.

B. Related Requirements Described Elsewhere:

1. General Conditions:

2. Progress Schedules: Section SC01310.

3. Material and Equipment: Section SC01600.

4. Project Record Documents: Section SC01720.

5. Operating and Maintenance Data: Section SC01730.

1.02 CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall furnish the CONSULTANT a schedule of Shop Drawings submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

B. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the CONSULTANT, with approval.

C. The Contractor shall submit to the CONSULTANT all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Consultant receives them.

D. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop Drawings, Project Data, and Sample submitted.

5. Notification of Deviations from Contract Documents.

a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of Shop Drawing if there is a deviation from Contract Drawings, Project Specifications and referenced specifications or

codes.

b. The Contractor shall also list any deviations from Contract Drawings, Project Specifications and referenced specifications or codes and identify in "green" ink prominently on the drawings.

6. Submittal Log Number conforming to Specification Log Number.

E. The Contractor shall submit SHOP DRAWINGS electronically to the CONSULTANT through eBuilder. The CONSULTANT will review the submittal and return to the Contractor with appropriate review comments.

F. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the CONSULTANT of the necessary Shop Drawings.

G. The Contractor shall not use Shop Drawings as means of proposing alternate items to demonstrate compliance to Contract requirements.

H. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractors review and approval of that submittal.

I. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the CONSULTANT and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 CONSULTANT'S REVIEW OF SHOP DRAWINGS

A. The CONSULTANT's review of Shop Drawings, Data and Samples as submitted by the Contractor, will be to determine if the items(s) conform to the information in the Contract Documents and are compatible with the design concept. The CONSULTANT's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements.

2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.

3. As approving departures from details furnished by the Consultant, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the CONSULTANT finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the CONSULTANT may return the reviewed drawings without noting an exception.

D. "Approved As Noted" - Contractor shall incorporate CONSULTANT's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the CONSULTANT acknowledging the comments and their incorporation into the Shop Drawing.

E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the CONSULTANT. The resubmittal shall incorporate the CONSULTANT's comments highlighted on the Shop Drawing.

F. "Rejected" - Contractor shall resubmit Shop Drawing for review by Consultant.

G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the CONSULTANT on previous submissions. The Contractor shall make any corrections required by the CONSULTANT.

H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the CONSULTANT.

I. When the Shop Drawings have been completed to the satisfaction of the CONSULTANT, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the CONSULTANT.

J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the CONSULTANT, make all submittals in groups containing all associated items for:

1. Systems.

2. Processes.

3. As indicated in specific Specifications Sections.

K. All drawings, schematics, manufacturer's product Data, certifications and other Shop

Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

L. Only the CONSULTANT shall utilize the color "red" in marking Shop Drawing submittals.

M. For any submittal returned to the Contractor marked “Amend and Submit” or “Rejected,” Contractor shall pay CITY a resubmittal fee of $250.00. Monies shall be deducted from monies owed Contractor by CITY monthly and incorporated into a Change Order at completion of the contract.

1.04 SHOP DRAWINGS

A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive information. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Project Title and Number.
2. Name of Project building or structure.
3. Number and title of the Shop Drawing.
4. Date of Shop Drawing or revision.
5. Name of Contractor and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification title and number.
9. Specification section.
10. Application Contract Drawing Number.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent Data.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Working Drawings shall be signed by a registered Professional Consultant, currently licensed to practice in the State of Florida.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Consultant, samples required by the Contract Documents or requested by the CONSULTANT. Samples shall be delivered to the CONSULTANT as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the CONSULTANT.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.
3. A minimum of two (2) samples of each item shall be submitted.

C. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to the Consultant.
2. Size of area: 15 feet long x 6 feet high or that specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to the Consultant.

D. Each sample shall have a label indicating:

1. Name of Project.
2. Name of Contractor and Subcontractor.
3. Material or Equipment Represented.
4. Place of Origin.

5. Name of Producer and Brand (if any).

6. Location in Project.

Samples of finished materials shall have additional marking that will identify them under the finished schedules.

E. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Paragraph 1.06B above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the CONSULTANT. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

F. Approved samples not destroyed in testing shall be sent to the CONSULTANT or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at its expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall submit to the Consultant a Schedule of Values allocated to the various lump sum portions of the Work, within fifteen (15) days of the Notice to Proceed date.

2. Upon request of the Consultant, Contractor shall support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity and their units of measure.

3 Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM), and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8-1/2 inch by 11 inch or 8-1/2 inch by 14 inch white paper. Contractor's standard forms and computer printout will be considered for approval by the Consultant upon Contractor's request. Identify schedule with:

1. Title of Project and location.

2. Consultant and Project number.

3. Name and address of Contractor.

4. Contract designation.

5. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each line item, list sub-values of major products or operations under the item.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered unloaded, with taxes paid. Paid invoices required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. The sum of all lump sum values listed in the schedule shall equal the total Contract Sum.

1.03 UNIT QUANTITIES:

A. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determines payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

1.04 REVIEW AND RESUBMITTAL

A. After review by Consultant, Contractor shall revise and resubmit Schedule of Values and Schedule of Unit Material values pursuant to this Section.

B. Contractor shall resubmit revised Schedules in same manner pursuant to this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall employ a competent professional photographer to take construction record photographs periodically during the course of the Work using a digital camera and a preconstruction video inspection.

B. Related Requirements Described Elsewhere:

1. General Requirements: Section SC01000.

2. Summary of Project: Section SC01010.

3. Video and Photographic Site Survey: Section 01390

4. Project Record Documents: Section SC01720.

1.02 PHOTOGRAPHY REQUIRED

A. Photographs taken in conformance with this Section shall be furnished to the Consultant with each Application for Payment.

B. Views and Quantities Required:

1. Five (5) views of overall Project site monthly, or as directed by the Consultant (for facilities projects only).

2. Two (2) aerial views of overall Project site after completion of site restoration and landscaping (for facilities projects only).

3. Provide electronically at least five (5) photographs (views) of progress work with each Application for Payment.

4. Additional aerial photographs may be used upon prior approval by the CITY.

C. In addition to the general progress photographs required, photographs of each tie-in point shall be taken prior to backfill and turned in with the monthly Application for Payment.

1.03 COSTS OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints shall pay the photographer directly.

PART 2 - PRODUCTS

2.01 NEGATIVES/DIGITAL FILES

A. The negatives/digital files are to be categorized by month taken and must correspond to the progress photographs that accompany each. At project closeout, the negatives/digital files are to be submitted to the CITY. If the Contractor uses digital photography, then the images shall be provided on CD.

PART 3 - EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one (1) photograph from the same overall view as previously.

2. Consult with the Consultant at each period of photography for instructions concerning views required.

3. All views to contain a relative dimension reference that is easily recognizable by the average person. In views where dimensions are critical, use of recognizable measuring devices such as a folding ruler, measuring tape in a manner the makings are clear and sharp in the photograph and the device located in close relationship with subject of photograph.

3.03 DELIVERY OF PHOTOGRAPHS

A. Deliver electronic files to the CONSULTANT to accompany each Application for Payment.

END OF SECTION

SECTION 01390 - VIDEO AND PHOTOGRAPHIC SITE SURVEY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. The work under this Section includes the performance of a Pre and Post Construction Video Survey of the condition of existing facilities, public Rights-of Way (ROW), easements, roads, private property, and other surface features and “before and after” digital still photographs.

1.02 RELATED SECTIONS:

A. Section SC01050 – Field Engineering

B. Section SC01380 – Construction Progress Photographs

1.03 PRE/POST-CONSTRUCTION VIDEO INSPECTION

A. Prior to start of construction, Contractor shall retain the services of a firm specializing in pre-construction video inspection.

B. Video inspection shall delineate all aspects of facilities on site and surrounding properties.

C. Any claims for damages not clearly shown as existing prior to construction shall be paid for by the Contractor, unless conclusive evidence to the contrary is provided.

1.04 SUBMITTALS:

A. Pre-Construction Video and Photographic Site Survey

1. The Contractor shall submit one (1) copy of the Pre Construction Video Survey with video log to the CITY for review and acceptance.

B. Post-Construction Video Site Survey

1. At the discretion of the CITY, the requirement for a Post-Construction video may be waived.

2. The Contractor shall submit one (1) copy of the Post-Construction Video Survey with log to the CITY for review.

3. Accompanying this submittal, or as a separate submittal in the event the CITY waives the Post-Construction Video, the Contractor shall issue a letter attesting to having reviewed the Pre Construction Video Survey and confirm restoration of surface attributes.

PART 3 - EXECUTION

4. VIDEO SITE SURVEY

A. The Contractor shall provide the CONSULTANT with a DVD accurately representing existing conditions of the site to be disturbed by its operations. This DVD shall be submitted at least twenty-one (21) days prior to the start of work on this project.

B. Recording shall be on a new, high quality, DVD. The camera shall be capable of producing clean color images. The original is to be submitted to the CONSULTANT for review and a copy is to be retained by the Contractor until Final Acceptance. CITY shall receive one (1) copy of the Final Videotaping after approval by the CONSULTANT.

C. At a minimum, the video shall contain:

1. At the beginning of the video, the project name and date of taping shall be superimposed on the picture.
2. As the location of the video tapping progresses, i.e., the individual street name shall be temporally superimposed on the picture.

3. Centerline stationing at 100 feet intervals or clear reference to the individual residences (by street number) and/or business (by street number and name).

5. The video shall be run twice the full length of the project, first facing and proceeding ahead station wise and slightly angled to the right of centerline. The second run shall be the full length of the project facing and proceeding back station wise and slightly angled to the right of centerline.

6. Both shootings shall contain the centerline within the view of the observer. The taping is to be continuous during each run. Areas of special importance / interest may be “zoomed-in” on to provide the necessary details but must be “zoomed-out” to the original view before proceeding.

D. Audio content

1. Simultaneously record the audio portion during videotaping.

2. Audio recording shall assist in viewer orientation and in any Audio recording will only consist of camera operator commentary.

E. Prepare a written video log that describes the contents of each tape including:

1. Name of streets and/or easements.

2. Videotape location designator.

3. Coverage begin/end, station and location.

4. Recording date.

F. The video shall present a clear and accurate representation of existing conditions. If the CITY determines that this intent is not met, the tape shall be returned and the area re-televised at no additional cost to the CITY.

G. This accepted video along with the still photographs will serve as an aid to the CITY in determining existing conditions. Nothing contained in the video or still photographs will supersede or relieve the CITY from determining the acceptability of restoration.

H. Prior to Substantial Completion, the Contractor is responsible to review the video and still photographs and prepare a detailed list of surface improvements to be reinstated. This list shall include lawn areas, trees and plants, driveways, driveway aprons, roadways, signage, sprinkler systems, sidewalks, mailboxes and any other existing conditions affected by the work and submit to the CITY for review and approval.

3.02 PHOTOGRAPHIC SURVEY

A. In addition to the videotape, the Contractor shall take “before and after” digital still photographs of each home and/or property. The photographs of each home and/or property shall consist of a set of photographs (3 minimum) and shall provide property-line to property-line coverage of the roadway, swale and sidewalk areas for each property. The “areas of interest” are the edge of roadway, condition of the swale, type of grass, landscaping within the swale, mail box and driveway apron.

B. The digital “file” name is to be the address of the property being photographed and shall be incorporated as part of the image. The Contractor shall provide the CITY with the following for review and acceptance:

1. One (1) CD with the digital files in street named/numbered subdirectory and a digital file log.

2. Two (2) sets of “Before” color prints and one (1) set of “After” color prints of each digital file, with the file name displayed. Color print sets are to be bound with a Table of Contents and divided and tabbed by street name/number.

3. “Before” photographs (color prints and CD) shall be submitted twenty-one (21) days in advance of the commencement of the work. “After” photographs (color prints and CD) shall be submitted with the final Application For Payment (refer to Section 01380 PROGRESS PHOTOGRAPHS for additional requirements).

C The Contractor shall provide a bound set of accepted pre-construction photographs to the Consultant to be maintained at the Consultant’s Field Office for use during the project.

D. An additional page (page 3), with sample photographs, follows the End of Section.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

A. Contractor is required to follow all technical specification requirements with regards to material quality, certification, placement and installation. If the Contractor has questions concerning these items, it is required to generate and issue a Request For Information to the CITY and Consultant for resolution and or guidance.

B. In the absence of other quality requirements, FDOT Standard Specifications and Index, of the most current edition, shall prevail.

1.02 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment Procedures

B. Section SC01050 – Field Engineering

C. Section SC01340 – Shop Drawings, Work Drawings and Samples

1.03 Field QA/QC

A. The Contractor shall monitor quality control over suppliers, subcontractors, products and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, issue Request For Information to the Consultant before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings / catalog cut sheets or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

A. Installed tolerances:

1. Plus / minus 0.20 foot radius of plan center

2. Plus / minus 0.05 foot vertical

3. Plus / minus 10% of specified vertical slope

4. Plus / minus 5% uniformity of specified vertical slope measured between any two points of a single run of pipe.

B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.

D. Adjust products to appropriate dimensions, position before securing products in place.

1.05 TESTING SERVICES

A. Contractor required to hire a professional, licensed independent firm to perform tests and other services specified.

B. Field copies of on site density testing are to be left on site at the completion of each day's testing. The independent firm is required to "map" the results of each day's testing results on the Contractor's.

C. Certified, signed and sealed test reports will be submitted by the independent firm to the Consultant, CITY and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

E. Testing does not relieve Contractor to perform work to Contract requirements.

F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the CITY or Consultant.

1.06 INSPECTION SERVICES

A. The CITY shall appoint, employ, and pay inspector for specified services for inspection. These services may be from the Consultant, or from the CITY or any combination of the above.

B. The Inspector shall perform construction observation, inspections and other services specified in individual specification sections and as required by the CITY and/or Consultant.

C. The Contractor shall cooperate with Inspector; furnish safe access and assistance by

incidental labor as requested. Additionally, the Contractor shall keep the inspection personnel fully informed of the needs, scheduling and progress of the project.

D. This inspection does NOT relieve the Contractor from performing their own QA/QC on the Work as required in this and other technical specification sections.

1.07 MANUFACTURERS' FIELD SERVICES

A. When specified in the Contract documents, requiring material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

A. The Contractor shall verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Perform “receiving” inspection of materials, structures and equipment.

D. Perform “in-process” inspection as the Work progresses.

E. Monitor and inspect the work performed by subcontractors as the Work progresses.

F. Examine and verify specific conditions described in individual technical specification sections.

G. Notify the CITY and Consultant, forty-eight (48) hours prior to the expected time for inspection purposes and/or the witnessing of pressure testing. All pressure testing shall be witnessed by the CITY and/or Consultant.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish, install and maintain temporary utilities required for construction. Remove on completion of work.

1.02 RELATED REQUIRMENTS

A. General Conditions.

B. Section SC01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State, and local codes and regulations and with utility company requirements.

PART 2 – PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capability for the required usage of the CITY, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY TELEPHONE SERVICE

A. Superintendent, foreman or other contractor personnel in charge shall be equipped with a functioning cell phone during the term of the contract.

2.03 TEMPORARY WATER

A. Schedule use and provide deposit to the City's Utility Department for a portable hydrant meter. No water shall be taken from the existing water distribution system unless it's through the portable hydrant meter. The Contractor shall install and maintain a certified backflow preventer or check valve on all CITY issued portable hydrant meters; **no exceptions**. Using water from private homes and/or business' is strictly forbidden.

B. Water utilization for concrete plaster and mortar shall meet the respective requirements and standards set forth for water utilized in these construction materials.

2.04 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities in compliance with Federal, state and local laws and regulations.

B. Service, clean and maintain facilities and enclosures.

2.05 TEMPORARY CONTROLS

A. Noise Control: See Section SC01100 – Special Project Procedures

B. Dust Control:

1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust form dispensing into the atmosphere.

C. Pest and Rodent Control:

1. Provide pest and rodent control prior to start of construction to prevent infestation of surrounding neighborhood.

a. Employ methods and use materials that will not adversely affect conditions at the site or on adjoining properties.

b. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to the Consultant. Clearly indicate:
   1) The area or areas to be treated
   2) The rodenticides to be used, with a copy of the manufacturer's printed instructions.
   3) The pollution preventative measures to be employed.

2. The use of any rodenticide shall be in full accordance with the Manufacturer's printed instructions and recommendations.

D. Debris Control:

1. Maintain all areas under Contractor's control free of extraneous debris.

2. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.

a. Provide acceptable containers for deposit of debris.

b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
1) Provide periodic inspection of traffic areas to enforce requirements.

3. Schedule periodic collection and disposal of debris.

a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

E. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.

a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.

3. Take special measure to prevent harmful substances from entering public waters.

a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

4. Provide systems for control of atmospheric pollutants

a. Prevent toxic concentrations of chemicals

b. Prevent harmful dispersal of pollutants into the atmosphere

PART 3 – EXECUTION

3.01 GENERAL

A. Maintain and operate systems to assure continuous service.

B. Modify and extend systems, as work progress requires.

3.02 REMOVAL

A. Completely remove temporary materials and equipment when their use is no longer required.

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

SECTION 01505 – MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the Contractor obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment, temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Move onto the site all Contractor's plan and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide on-site sanitary facilities and potable water facilities as specified.

6. Arrange for and erect Contractor's work and storage yard and employees' parking facilities.

7. Submit all required insurance certificates and bonds.

8. Obtain all required permits.

9. Post all OSHA, EPA, Department of Labor, and all other required notices.

10. Have Contractor's superintendent at the job site full time.

11. Submit a detailed construction CPM schedule acceptable to the Consultant as specified.

12. Submit a Schedule of Values of the Work.

13. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor- owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. Contractor shall be limited to a maximum of 3.0 percent of the total price bid for mobilization. The cost of mobilization/demobilization shall be shown in the Schedule of Values.

B. Demobilization shall be shown in the schedule of values as a minimum 25 percent of the value for mobilization.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01525 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall furnish, install and maintain required construction aids and remove on completion of work.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010

C. Contractor must comply with applicable requirements of the specified in Sections of Divisions 2 through 16 - Technical Specifications

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

A. Contractor shall provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Technical Specifications Sections for particular requirements for each trade.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall consult with the CONSULTANT, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

A. Comply with applicable requirements specified in sections of Divisions 2 through 16.

B. Relocate construction aids as required by progress of construction, by storage of work requirements and to accommodate legitimate requirements of CITY and other contractors employed at the site.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of work.

B. Clean and restore areas damaged by installation by use of temporary facilities.

1. Remove foundations and underground installations for construction aids.

2. Restore area of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.

C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01530 – BARRIERS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of work.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Work.

B. Section SC01500: Temporary Facilities.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 FENCING

A. Minimum fence height 6 feet.

B. Open-Mesh Fence:

1. No. 11 gauge, 2-inch mesh, 72 inches high-galvanized chain link fabric, with extension arms and 3 strands of galvanized barbed wire.

2. Galvanized steel posts; 1-1/2 inch line posts and 2-inch corner posts.

2.03 BARRIERS

A. Materials are Contractor's option, as appropriate to serve required purpose.

PART 3 - EXECUTION

3.01 GENERAL

A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purpose.

B. Maintain barriers during entire construction period.

C. Relocate barriers as required by the progress of construction.

3.02 FENCES

A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals from the site when construction is not in progress.

B. Gates shall have locks; and keys shall be furnished to the CITY.

C. Provide additional security measures as deemed necessary and approved by the CONSULTANT.

3.03 TREE AND PLANT PROTECTION

A. Preserve and protect existing trees and plants at site that are designated to remain, and those adjacent to site.

B. Consult with the CONSULTANT, and remove agreed-on roots and branches that interfere with construction.

1. Employ qualified tree surgeon to remove branches and tree cuts.

C. Provide temporary barriers to a height of 6 feet, around each, or around each group, of trees and plants.

D. Protect root zones of trees and plants:

1. Do not allow vehicular traffic or parking.

2. Do not store materials or products.

3. Prevent dumping of refuse or chemically injurious materials or liquids.

4. Prevent puddling or continuous running water.

E. Carefully supervise excavating, grading and filling, and other construction operations to prevent damage.

F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.04 REMOVAL

A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed and when approved by CONSULTANT.

B. Repair damage caused by construction. Fill and grade areas of the site to the required elevations, and clean up the area.

END OF SECTION

SECTION 01540 - SECURITY AND SAFETY PROCEDURES FOR INFRASTRUCTURE PROJECTS

PART 1 GENERAL

1.01 As a minimum, the Contractor shall provide and assure that all of its personnel have and wear common colored Company shirts, safety vests, hard hats and substantial leather work shoes / boots. Other Personal Protective Equipment (PPE) as required by governing local, state and Federal laws and regulations.

1.02 SECTION INCLUDES

A. Responsibility for Work Security

B. Protection of Work in Progress, Materials and Equipment

C. Protection of Existing Property

D. Security Program

E. Entry Control

F. Personnel Identification

G. Security Service

H. Miscellaneous Restrictions

1.03 RELATED SECTIONS

A. Section 01010 – Summary of Project

B. Section 01500 - Temporary Facilities and Controls

1.04 RESPONSIBILITY OF WORK SECURITY

A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum.

B. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.05 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.06 PROTECTION OF EXISTING PROPERTY

A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.

B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.

C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY.

D. Thereafter, and before it begins such work, Contractor shall give due notice to CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

E. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by CITY, do not reasonably interfere with the performance of this Contract.

F. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

1.07 SECURITY PROGRAM

A. At the Pre-Construction Meeting, the CITY will

make a final determination on which, if any, of the following requirements are to be implemented.

1. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.

2. Initiate program at project mobilization.

3. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor security.

1.08 RESTRICTIONS

A. Do not allow cameras on site or photographs taken except by written approval of the CITY.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01541 - SECURITY AND SAFETY PROCEDURES FOR WATER TREATMENT PLANT PROJECTS

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Section 01010 – Summary

B. Section 01500 – Construction Facilities and Temporary Controls

1.02 RESPONSIBILITY OF WORK SECURITY

A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

B. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.03 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.04 PROTECTION OF EXISTING PROPERTY

A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.

B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.

C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY. Thereafter, and before it begins such work, Contractor shall give due notice to the CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

D. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by the CITY, do not reasonably interfere with the performance of this Contract.

E. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

F. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under, over, or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of in accordance with local, state, and federal law, rules and regulations, by means of temporary pumps, piping, drainage lines and ditches, dams or other methods at the sole expense of the Contractor and approved by the CITY in writing. Refer to Special Conditions 01100 SUMMARY OF PROJECT and 02300 EARTHWORK for additional details and requirements.

1.05 SECURITY PROGRAM

A. Initiate program at project mobilization.

B. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.

C. Maintain program throughout construction period until Final Acceptance.

D. Refer to the CITY's Contract Documents for additional details, conditions and requirements.

1.06 ENTRY CONTROL

A. Restrict entrance of persons and vehicles into Project site and existing facilities.

B. Allow entrance only to authorized persons with proper identification.

C. Maintain log of workers and visitors; make available to CITY on request.

D. Maintain only one point of ingress / egress with a check-in point manned by a security service.

E. Contractor will provide, monitor, and maintain lunch and break areas, restroom facilities, vehicle parking areas, material storage / staging areas, and equipment storage areas. Contractor will provide a site plan for approval prior to mobilization.

1.07 PERSONNEL IDENTIFICATION

A. Contractor will perform or provide certification that they have performed criminal background checks on their personnel working on site, including all subcontractors.

B. Provide identification (ID) badge to each person authorized to enter premises. Badge will be worn in a highly visible location.

C. Badge to Include: Personal photograph, name and assigned number and employer.

D. Maintain a list of authorized persons and submit copy to CITY on request.

E. Require return of badges at expiration or termination of their employment.

F. Contractor employees will wear common brightly solid colored “company” shirts for easy recognition. Visitors, sales people, suppliers, inspectors, and other similar personnel will wear similar brightly colored vests for easy identification.

1.08 SECURITY SERVICE

A. Employ a licensed, uniformed, bonded patrol service equipped with radios or cell phones to provide surveillance of site on a to be determined hour basis. Security will be present at all times when Contractor’s personnel are present, including deliveries, inspections, or when site work is being performed. ID’s will be checked, license plates will be recorded, people will be logged in and out, and contents of delivery vehicles and delivered items will be verified.

1.09 RESTRICTIONS

A. Do not allow cameras on site or photographs to be taken except by prior written approval of the CITY.

1.10 SAFETY PROGRAM

A. Contractor will submit their safety program to demonstrate compliance with all applicable safety (OSHA) regulations.

B. Contractor will protect workers, inspectors and other related site personnel from injury.

C. Initiate program at project mobilization.

D. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor safety program.

E. Contractor’s personnel and their subcontractors shall wear reflective safety vests and hard hats at all times while working on the project site and shall exercise care in performing duties under the Contract. When the cutting of materials is required, personnel shall also wear protective eyewear and hearing protection.

PART 2 - PRODUCTS - Not Used.

PART 3 – EXECUTION - Not Used.

END OF SECTION

SECTION 01568 - TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by rules and regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and reseeding on-site surfaces and soil and burrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the CITY.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the CITY.

4. Contractor is responsible for providing effective temporary erosion and sedimentation control and leaving them installed at completion of the Work.

B. Related Work Described Elsewhere:

1. Site Clearing: Section 02230

2. Sedimentation and Erosion Control: Section 02270.

PART 2 - PRODUCTS

2.01 SEDIMENTATION CONTROL

A. Bales shall be clean, seed-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the CITY.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than 1-inch thick.

PART 3 - EXECUTION

3.01 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.02 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the CITY or Consultant, Contractor shall immediately take whatever steps are necessary to correct the deficiency at its own expense.

END OF SECTION

SECTION 01570 – MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 Contractor shall provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable FDOT laws and regulations and subject to acceptance and permits by Owner, Palm Beach County and FDOT as applicable.

1.02 REFERENCES

A. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2000 Edition (or latest edition)

B. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations

C. The Manual of Uniform Traffic Control Devices, latest edition

D. CBB ROW Permit

1.03 SUBMITTAL

A. Submit Traffic Control Plans, ROW Permit Applications and Construction Schedule to the Owner, Palm Beach County (if applicable), and the FDOT (if applicable) for review and acceptance 30 days prior to the start of construction.

1.04 SIGNS AND DEVICES

A. Traffic Control and Informational Signs

B. Traffic Cones and Drums, and Lights

C. Traffic Controllers Equipment

1.05 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations. Contractor's employee's personal vehicles shall NOT be parked "in and around" the project site. Contractor's employee's personal vehicles shall be parked at the storage yard.

1.06 TRAFFIC CONTROLERS

A. Provide trained and equipped traffic controllers to regulate traffic when construction operations encroach on public traffic lanes.

1.07 LIGHTS

A. Use approved barricades with lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.08 TRAFFIC SIGNS AND DEVICES

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The Contractor shall submit traffic control through work zone plans based on FDOT Roadway and Traffic Design Standards, 2001 Edition (or latest edition).

B. Relocate as Work progresses, to maintain effective traffic control.

1.09 REMOVAL

A. Remove equipment and devices when no longer required.

B. Repair damage caused by installation.

1.10 SPECIFIC TRAFFIC CONTROL

A. Contractor shall maintain through traffic on all public roads at all times unless stated otherwise herein.

B. Contractor shall maintain access to all vehicular driveways (public or private) at all times. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.

C. Contractor shall coordinate with the Police and Fire Departments for whom the Contractor will provide satisfactory access at all times.

D. Contractor shall maintain, at the minimum, one travel lane, in each direction, when performing work within the Palm Beach County Right-of-Way.

1.11 EXECUTION

A. The Contractor shall arrange its work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must secure the written authorization of the CITY and Palm Beach County or FDOT as acknowledged as a condition of the Right-of-Way (ROW) permit(s) prior to completely blocking off the roadway.

1.12 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Refer to Section 01025 - MEASUREMENT AND PAYMENT PROCEDURES.

END OF SECTION

SECTION 01580 - PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall furnish, install and maintain two (2) project signs.

2. Contractor shall allow no other signs to be displayed.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010.

1.02 PROJECT SIGNS

A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.

B. Erect on each site at a location of high public visibility, as approved by the Consultant.

C. Information to be included shall be as indicated on sample attached.

1.03 QUALITY ASSURANCE

A. Sign Painter: Professional experience in type of work required.

B. Finishes, Painting: Adequate to resist weathering and fading for three (3) year period.

1.04 SUBMITTALS

A. An 11-inch by 17-inch color sketch of the Project sign shall be submitted to the Consultant for approval prior to final preparation of the project sign.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: May be new or used, wood or metal, in sound condition, structurally adequate and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

C. Rough Hardware: Galvanized.

D. Paint: Exterior quality.

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

A. Paint exposed surface of supports, framing and surface material; one coat of primer and one coat of exterior paint.

B. Paint graphics in styles, sizes, and colors selected.

3.02 MAINTENANCE

A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

END OF SECTION

BUILDING A BETTER CITY WITH THIS CIP PROJECT

PROJECT NAME

Project Value: Construction Bid Price

Design Professional:
NAME OF CONSULTING FIRM
PERSON'S NAME, Project Manager

Contractor:
NAME OF CONTRACTOR
PERSON'S NAME, Project Manager

SAMPLE

Month 20XX

Ty Penserga, Mayor
Angela Cruz, Commissioner District 1
Woodrow Hay, Commissioner District 2
Thomas Turkin, Vice Mayor District 3
Aimee Kelley, Commissioner District 4

Daniel Dugger, City Manager

Name & Title, Project Manager

Signs to be 4 feet high by 8 feet wide with 1 ½-inches blue border, white infield and blue lettering (to match border). Sign title line to be 4-inch letter size, project information to be 3-inch letter size, City information to be 1-inch letters. The City approval of the sign (specifically the City logo) is required after fabrication but prior to installation. Each sign to be mounted on a minimum of two (2) 4x4 posts with white PVC sleeves and white PVC top caps. Contractor to provide two (2) signs.

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Material and equipment incorporated into the Work:

1. Manufactured and fabricated products:

a. Design, fabricate and assemble in accord with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

2. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including five (5) copies to the Consultant.

1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.

2. Do not proceed with Work without clear instructions.

C. Contractor shall perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall arrange deliveries of products in accordance with progress schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this Project. Storage or equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the Project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Contractor shall store products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather-tight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. All materials and equipment to be

incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Contractor shall store under a roof or off the ground cement, sand and lime, and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials, which, in the opinion of the Consultant, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed by the Contractor from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.

F. Contractor shall arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Contractor shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the CITY under this Contract until final inspection of the Work and acceptance thereof by the CITY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the CITY.

I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the CITY retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.05 STORAGE AND HANDLING OF EQUIPMENT ON SITE

A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed by Contractor:

1. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Consultant, until such time as the equipment is to be installed.

2. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

3. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Consultant by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half the load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

5. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the CITY.

6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.06 SPARE PARTS

A. Spare parts for certain equipment provided under Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical have been specified in the pertinent

sections of the Technical Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Consultant. In addition, the Contractor shall furnish to the Consultant an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.07 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. The CITY shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.

B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish and install products specified under options and conditions for substitutions stated in this Section.

1.02 RELATED REQUIREMENTS

A. Information for Bidders and General Conditions.

B. Section SC01410: Testing Laboratory Services.

C. Section SC01650: Start-up.

D. Section SC01700: Contract Closeout.

1.03 PRODUCTS LISTED

A. Within thirty (30) days after award of Contract, submit to Consultant six (6) copies of complete list of major products which are proposed for installation.

B. Tabulate products by specification section number and title.

C. For products specified only by reference standards, list for each such product:

1. Name and address of manufacturer.

2. Trade name.

3. Model or catalogue designation.

4. Manufacturer's data:
   a. Reference standards.
   b. Performance test data.

1.04 CONTRACTOR'S OPTIONS

A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any one of those products and manufacturers named which complies with Specifications.

C. For products specified by naming only one or more products or manufacturers and stating "or equal", select one of those named products or manufacturers. After award of Contract, submit a request as for substitutions, for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.05 SUBSTITUTIONS

A. Within a period of thirty (30) days after award of Contract, Consultant will consider formal requests from the Contractor for substitution of products in place of those specified:

1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contract Documents:

B. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution. Support each request with:

   a. Product identification, including manufacturer's name and address.

   b. Manufacturer's literature; identify:

      1) Product description.

      2) Reference standards.

      3) Performance and test data.

   c. Samples, as applicable.

   d. Name and address of similar projects on which product has been used, and the date of each installation.

2. Itemized comparison of the proposed substitution with product specified; list significant variations.

3. Data relating to changes in the construction schedule.

4. Any effect of the substitution on separate contracts.

5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services and sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.

2. They are requested by anyone other than

Contractor.

3. Submitted without data relating to changes in construction schedule.
4. Any effect of substitution on separate contracts is not included.
5. A list of changes required in other work or products is not included.
6. Accurate cost data comparing proposed substitution with product specified is not included.
7. Designation of required license fees or royalties is not included.
8. Designation of availability of maintenance services, sources of replacement materials is not included.
9. Acceptance will require substantial revision of Contract Documents.

D. Substitute products shall not be ordered or installed without written acceptance of Consultant.

E. Consultant will determine the acceptability of proposed substitutions. Contractor shall pay all costs associated with Consultant's review.

1.06 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution Contractor represents that:

1. It has investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
2. It will provide same warranties or bonds for substitution as for product specified.
3. It will coordinate installation of accepted changes as may be required for the Work to be complete in all respects.
4. It waive claims for additional costs caused by substitution which may subsequently become apparent.
5. It will pay all costs, resulting under separate contracts, which result from the substitution.
6. It will pay all engineering costs for redesign or revision of the Contract Documents.
7. Cost data is complete and includes related costs under this Contract, but not:
   a. Costs under separate contracts.
   b. Consultant's costs of redesign or revision of Contract Documents.

1.07 CONSULTANT DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01650 - START-UP

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall demonstrate to CITY and Consultant that the Work functions as a complete and operable system under normal and emergency operating conditions.

B. Related Work Described Elsewhere:

1. Progress Schedules: Section SC01310.

2. Contract Closeout: Section SC01700.

3. Operating and Maintenance Data: Section SC01730.

PART 2 - PRODUCTS

2.01 START-UP PLAN

A. Submit for Consultant approval a detailed Start-Up Plan outlining the schedule and sequence of all tests and start-up activities, including training and equipment manufacturer representative visits. Start-up and commissioning may not begin until the plan is approved.

PART 3 - EXECUTION

3.01 COMPONENT TEST AND CHECK-OUT

A. Start-up Certification: Prior to system start-up, Contractor shall successfully complete all the testing required of the individual components of the Work. Submit five (5) copies of CHECK-OUT MEMO signed by Contractor or subcontractor and the manufacturer's representative. All copies of the Operation and Maintenance Manuals must be provided before start-up may begin. These forms shall be completed and submitted before Instruction in Operation to CITY or a request for final inspection.

B. Demonstrate to the Consultant that all temporary jumpers and/or bypass have been removed and that all of the components are operating under their own controls as designated.

C. Coordinate start up activities with the CITY's operating personnel and with the Consultant prior to commencing system start-up.

D. Provide seventy-two (72) hour notice of intent to start-up.

3.02 START UP

A. Confirm that all equipment is properly energized, that the valves are set to their normal operating condition and that the flow path through the new work is unobstructed.

B. Slowly fill each hydrostatic structure in the process flow stream with water.

C. Initiate start up in accordance with the plant operation and maintenance manual.

D. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.

E. Coordinate with CITY for any adjustments desired or operational problems requiring debugging.

F. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started-up in accordance with the individual specifications and manufacturer requirements, perform the Start-Up Demonstration and Testing in the presence of the Consultant and the CITY. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing by the CITY or his representative.

B. The start-up testing will be conducted for seven (7) consecutive days. The Work must operate successfully during the seven (7) day testing period in the manner intended. If the Work does not operate successfully, or if the start-up is interrupted, the problems will be corrected and the test will start over from day one.

C. During the start-up demonstration period, operate the Work, instruct designated plant operating personnel in the function and operation of the work, and cause various operational circumstances to occur. As a minimum, these circumstances will include average and peak daily flows, random equipment failures, tank overflows, surcharges and bypasses. Demonstrate the essential features of the equipment and its relationship to other equipment. Prior to the substantial completion, the Contractor shall submit a detailed schedule of operational circumstances. Coordination of the various contract schedules will be accomplished through the Consultant.

D. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the CITY and the Consultant that the Work will function as a complete and operable system under normal as well as emergency operating conditions and is ready

for acceptance.

E. Demonstrate the essential features of all the mechanical systems including, but not limited to, the following as they apply to the Work. Each system shall be demonstrated once only, after completion of testing.

1. Variable frequency drives
2. Chlorination equipment
3. Recarbonation System
4. Control Systems
5. Relocated Pumping Systems
6. Valves
7. Ventilation system
8. Air conditioning system
9. Security system

F. Demonstrate the essential features of all electrical systems including, but not limited to, the following as they apply to the work:

1. Electrical systems controls and equipment.
    a. Electrical power equipment.
    b. Motor control centers.
    c. Motor control devices.
    d. Relays.
    e. Special transformers.
    f. Starting devices.
2. Lighting fixtures (including relamping and replacing lenses).
    a. Exit and safety fixtures.
    b. Fixtures, indoor and outdoor.
    c. Floodlighting.
3. Panelboards.
    a. Distribution panels.
    b. Lighting panels.
    c. Main panels, power panels.
    d. Switchboard.
4. Transfer switch.
5. Wiring devices.
    a. Face plates.
    b. Low-voltage controls.
    c. Outlets: convenience, special purpose.
    d. Switches: regular, time.

G. Certificate of Completed Demonstration Form (Section 00866): Submit five (5) copies of Certificate of Completed Demonstration, signed by the Contractor, Subcontractor and CITY and insert one (1) copy in each Operation and Maintenance Manual.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Cleaning: Section SC01710

2. Project Record Documents: Section SC01720

3. Operating and Maintenance Data: Section SC01730

4. Warranties and Bonds: Section SC01740.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All work specified herein and shown on the drawing is complete.

2. Project Record Documents have been submitted and reviewed to the requirements of Section SC01720.

3. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

4. Contractor to submit evidence of compliance with the requirements of governing authorities.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Consultant:

1. A written notice that it considers the Work, or portion thereof, is substantially complete, and request an inspection.

C. Within a reasonable time after receipt of such notice, the Consultant will make an inspection to determine the status of completion.

D. When the Consultant finds that the Work is substantially complete, Consultant will:

1. Attend a Substantial Completion walk-through of the facility to include the CITY, Contractor and Consultant and/or Engineer of Record to determine the completeness of the Project and readiness of the facility for occupancy.

2. Prepare and deliver to CITY a Certificate of Substantial Completion with the punchlist of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION

A. Prior to Contractors request for a final inspection the following submittals and Work must be complete:

1. Project Record Documents must be approved.

2. Equipment and systems have been tested in the presence of the CITY's representative and are operational and training, when applicable.

3. All punchlist items have been corrected.

B. The Consultant will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of Contractor's request.

C. Should the Consultant consider that the Work is incomplete or defective:

1. The Consultant will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Consultant that the Work is complete.

3. The Consultant will within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04.

D. When the Consultant finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Consultant perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the CITY for such additional services.

2. CITY will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Section SC01740.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

D. Final Application for Payment

E. Certificate of Substantial Completion.

F. Certificate of Final Inspection, Testing, and Acceptance

G. Closeout of all applicable permits:
   1. State or other jurisdictional permits (as applicable):
      a. FDOT
      b. LWDD
      c. SFWMD
      d. USACE
      e. FEC
      f. CSX
   2. PBC ROW/MOT
   3. PBC Health Department
   4. PBC Building Department
   5. City of Boynton Beach – Right-of-Way (ROW)
   6. City of Boynton Beach Building Department

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Consultant.

B. Statement shall reflect all adjustments to the Contract Sum:

   1. The original Contract Sum.

   2. Additions and deductions resulting from:

      a. Previous change orders or written amendment.

      b. Allowances.

      c. Unit prices.

      d. Deductions for uncorrected work.

      e. Deductions for liquidated damages.

      f. Deductions for reinspection payments.

      g. Other adjustments.

   3. Total Contract Sum, as adjusted.

   4. Previous payments.

   5. Sum remaining due.

C. Consultant will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.08 RECORD DOCUMENT SUBMITTAL REQUIREMENTS

A. Submit data on 8 ½ x 11inch pages in three-ring binders with durable covers.

B. Prepare binder cover and binder spine with printed title "RECORD DOCUMENT MANUAL", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers and tabs.

D. Contents: Prepare a Table of Contents as follows:

   1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors and major equipment suppliers.
   2. Part 2: Project documents and certificates, including the following:
      a. Certificate of Substantial Completion with signed-off Substantial Completion punchlist.
      b. Certificate of Final Acceptance.
      c. Warranty of Title, form WT-1
      d. Final Release of Lien
      e. Pre- and Post-construction videos and photographs on DVD or CD.
      f. Certifications of closeout of all applicable permits (NPDES, PBC Health Department, SFWMD, LWDD, PBC or CBB Building Permits, etc.)

E. Submit Operation and Maintenance (O & M) Manuals for all equipment. The O&M Manuals shall include the following information:
   a. Manufacturer's name, address, and telephone number.
   b. List of equipment
   c. Parts list for each component
   d. Operating instructions
   e. Maintenance instructions for equipment and systems.

F. Submit to the CITY, one (1) draft copy of the RECORD DOCUMENT MANUAL fifteen (15) days prior to the request for Final Inspection, Testing and Acceptance. This copy will be reviewed and returned prior to Final Inspection, Testing and Acceptance, with the CITY's comments. Revise content of all document sets as required.

G. Submit one (1) revised FINAL RECORD DOCUMENT MANUAL and six (6) sets for all Operation and Maintenance Manuals, within ten (10) days after Final Inspection, Testing and Acceptance. .

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Submit written certification that the Work has been completed in accordance with Contract Documents and is ready for the Substantial Completion and/or Final Completion walk-throughs.

B. Provide submittals to the Consultant and the CITY that are required by governing or permitting authorities such as Palm Beach County Health Department, Palm Beach County Traffic/Land Development, FDOT, etc. in order to closeout the project.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and full release of retainage.

D. Final payment and release of retention with NOT be made until the RECORD DOCUMENT MANUALS, Operation and Maintenance Manuals, and the "AFTER" photographic survey, video, and photographs on DVD/CD have been received and accepted by the CITY.

END OF SECTION

SECTION 01705 - RECORD DRAWING REQUIREMENTS

PART 1 GENERAL

1.01 The terms “Record Drawing” and “As-Built Drawing” shall be synonymous. However, it is the CITY’s preference to refer to these drawings as “Record Drawings”. The Record Drawings are prepared by the Contractor and are used to document the actual construction and other conditions noted in the Contract Documents.

1.02 REQUIREMENTS INCLUDE

A. Contractor shall maintain at the site, a record copy of:

1. Drawings

2. Approved Shop Drawings, Product Data and Samples

3. Field Test Records

1.03 RELATED SECTIONS:

A. Measurement and Payment – Section SC01025

B. Shop Drawings, Work Drawings, and Samples – Section SC01340

C. Testing Laboratory Services – Section SC01410

D. Substitutions and Product Options – Section SC01630

1.04 RELATED REQUIREMENTS

A. The completed final Record Drawings shall be certified by a Florida Registered Land Surveyor. This certification shall consist of the surveyor’s embossed seal bearing his/her registration number, the surveyor’s signature and date (of the survey) on each sheet of the drawing set (including the cover and key sheet). Standard Detail sheets are not required to be included in the Record Drawing set. In addition, all Record Drawing sheets shall list the company name, business address, and telephone number of surveyor. Additionally, the Record Drawings shall meet all Minimum Technical Standards (MTS) requirements.

B. AutoCAD computer generated progress Record Drawings are required to be submitted with each Application for Payment.

1.05 MAINTENANCE OF RECORD DRAWINGS

A. The Contractor shall maintain full size (24”x36”) field drawings to reflect the installed / accepted items of work as the Work progresses. Upon completion of the Work, the Contractor shall submit two (2) sets of full size, signed and sealed Record Drawings and one (1) CD or DVD with the electronic PDF and AutoCAD files (AutoCAD 2010 or newer format). All Record Drawings shall be generated with AutoCAD, and conversions from any other CAD platform to AutoCAD once the drawings are finished are not allowed. Points collected shall be generated with AutoCAD Land Desktop or AutoCAD Civil 3D. An electronic set of the design drawings (including all pertinent XREF’s, CTB files, images, etc.) will be furnished to the Contractor by the design engineer at no cost.

B. Contractor shall label each document, “PROJECT RECORD DRAWING” in neat large printed letters, or by rubber stamp.

C. Contractor shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Record information must be created concurrently with construction progress. Contractor shall not conceal any work until required information is recorded.

E. Contractor shall make documents and samples available for inspection by CITY and CONSULTANT at all times.

1.06 RECORD DRAWINGS

A. Survey/GPS Points: All points shall be collected via NAD83 FL State Plane coordinates and elevations collected via the NAVD88 vertical datum. All drawings shall be in the proper coordinate base, coordinates shall be called out on the drawings, and all field collected data shall be submitted in comma delimited text electronic format.

B. Record Drawings shall include complete as installed information including paving and drainage relative to pavement location; concrete curb; gutter and sidewalks; elevations of surface drainage flows to insure proper routings of storm water runoff; location of inlets, manholes, outfalls, endwalls and control structures; as well as pipe inverts, top of grates, rim elevations, and other features that were constructed in the Project.

C. The Record Drawings shall include complete as installed information of the utility systems, (water, sanitary sewer and storm water systems) including service laterals, sample points, valves, backflow preventers, information relative to location of manholes, valve pits (enclosures), wet wells, lift stations, as well as the inverts and rim elevations, and any other features that were either constructed as part of the project or discovered during the construction of the project. Any and all As-Built utilities that vary from the design drawing set shall be moved spatially to its correct locations and reflected accordingly in the AutoCAD, PDF, and hard copy Record Drawings.

D. Dimensional ties to water lines shall be provided, both horizontal and vertical, at a minimum of every 200 linear feet (lf). Each

water line dimensional tie shall include centerline stationing and be referenced to the nearest edge of roadway paving with elevation of the top of the pipe.

E. Contractor's Record Drawings shall include the key sheet / key map with exact system pipe line and valve locations indicated including GPS coordinates.

F. Computer generated Record Drawings shall be submitted; data in tabular form will not be accepted.

G. Additionally, Station & Offset and GPS coordinates certified by the surveyor, shall be provided for:

1. Water Mains (including raw water as applicable): Valves, fittings, fire hydrants, permanent sample points, service taps and meters.

2. Sanitary Sewers: - Manholes and cleanouts.

3. Stormwater systems: Inlets, manholes and outfalls (including MES).

4. Force Mains: Valves and fittings.

5. Reuse Mains: Valves, fittings, permanent sample points, service taps and meters.

6. Wellfields: Wellheads and valves

7. General: Street light poles, hand-holds and pull boxes

H. Representative items of work that shall be shown on the Record Drawings as verified, changed or added are shown below:

1. Plans:

a. Structure types, location with grade of rim and flow-line elevations.

b. Piping system type (water main, gravity sewer, etc.), length, size and elevations.

c. Utility type, length, size and elevation in conflict structures

d. All maintenance access structures, valve pits, valves and hydrants within right-of way.

e. Critical spot elevations at high or low intersections and the midpoint of all intersections.

f. Sewer laterals.

2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.

I. Record Drawing shall include the following criteria at a minimum.

1. Record Drawings of water lines shall include the following information:

a. Top of pipe elevations and horizontal location every 100 linear feet (lf).

b. Separation callouts between water main, sanitary sewer mains and laterals, reclaimed water and storm drainage piping and structures.

c. Final elevations of surface feature including roadway crown, edge of pavement (roadway and sidewalk) and swale elevations every 200 liner feet (lf).

d. Station and Offset, GPS locations and elevations of fittings, valves, fire hydrants, permanent sample points and water service taps and meters.

e. All tie-ins to existing lines shall be shown in an enlarged detail of the tie-in configuration.

f. All water services

2. Record Drawings of all gravity sanitary sewer lines include the following information:

a. Rims, inverts and length of piping between structures as well as slopes.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. The stub ends of all sewer laterals shall be located via GPS and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.

d. Lift station Record Drawings shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and of the compound area.

3. Force main Record Drawings shall be prepared the same as the water line Record Drawings.

4. Reclaimed water Record Drawings shall be prepared the same as the water line Record Drawings.

5. Record Drawings of all storm water drainage systems shall include the following information:

a. Structures, grate elevations, inverts and diameter and length of pipe line between structures, type of drainage system (conveyance and/or exfiltration) and weir

elevations if applicable.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. Cross section (ROW to ROW) every 50 feet or critical change in elevation and at each inlet showing sidewalk, inlet grate and/or top and bottom of swale/slope, edge of roadway, roadway crown, edge of roadway, grate and sidewalk elevations.

6. All rock and asphalt Record Drawings for parking lot, roadways and swales areas shall consist of the following:

a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.

b. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

c. All catch basin and manhole rim / grate elevations shall be shown.

d. Elevations around island areas are required.

e. As constructed elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

7. Lake and canal bank Record Drawings shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 linear feet (lf) and the top and bottom of slope/edge of water around the lake or canal, unless otherwise specified. Record Drawings shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing. If there are contours indicated on the design plans, then they shall be recorded as well.

a. Retention area Record Drawings elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be recorded as well.

b. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the Record Drawings. The Consultant may request additional Record Drawing information to verify horizontal or vertical locations.

1.07 SUBMITTAL

A. Record Drawings - As a condition precedent to the Contractor's request for Substantial Completion Inspection, the Contractor shall furnish to CITY a complete set of full size paper prints, marked-up Record Drawings with "RECORD DRAWINGS" clearly printed on each sheet for review and approval and acknowledge the receipt of marked up plans, comments that shall be addressed before Final Completion. If there was no change to the drawing, it shall be marked "RECORD DRAWING – NO CHANGE" All final Record Drawing sheets shall be certified, signed and sealed by the Contractor's surveyor.

B. Additionally, the Contractor shall certify by stamping and signing each Record Drawing sheet indicating the fact that it has been reviewed and accepted.

C. Initially, two (2) signed and sealed paper prints are to be submitted to the Project Manager for review. Following review by the Consultant and CITY, any comments are to be addressed. On final submission, the following items shall be provided:

1. Two (2) sets of signed and sealed drawings (24 in. x 36 in.). If sent by mail or courier, the drawings shall be packaged in properly sized shipping tubes.

2. PDF and AutoCAD electronic files on CD or DVD. All proposed data must be crossed out and the computer generated As-Built data must be easily identified and put on AutoCAD layers other than those used by the Design Engineer, with the text "ASB" preceding the layer name. A bold or different font and line weight may be used. A sample of record data must be added to the legend and shown on each plan/profile sheet.

D. The electronic files submitted must be in PDF and AutoCAD 2010 or newer format. All digital files are to be copied on CD or DVD. All fonts and line types shall be from the standard AutoCAD library. Any attachments to drawings (i.e., XREFs, Images, CTB files, or any such attached files) shall be written to CD or DVD. Original layer states shall be saved in AutoCAD prior to making any changes to drawings using the Layer State Manager under the Layer Properties Manager dialog box. As a minimum requirement, electronic files must include all features that were shown on the approved construction plans.

E. When identified on the Schedule of Bid Items as a separate pay item, Record Drawings shall be paid for once the FINAL project Record Drawings have been submitted to and accepted by the CITY and CONSULTANT.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01710 – CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.

C. Contractor shall coordinate and cooperate with the CITY for the routine collection of garbage, debris and recycle materials by assuring access to oversized vehicles. If access to the property owner pick-up points, Contractor shall gather the collection bins, stage them in a pick-up area and then return to the individual property owners after the garbage and/or recycle has been picked-up.

3.02 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile product data and related information appropriate for CITY's maintenance and operation of products furnished under Contract.

a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

2. Contractor shall instruct CITY's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Contract Closeout: Section SC01700

2. Project Record Documents: Section SC01720

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.

2. Familiar with requirements of the Section.

3. Skilled as technical writer to the extent required to communicate essential data.

4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by CITY's personnel.

B. Format:

1. Size: 8-1/2 inches x 11 inches.

2. Paper: 20 pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten.

4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of projects and major component parts of equipment.

b. Provide identified tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

a. Title of Project.

b. Identity of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-post binders with durable and cleanable plastic covers.

2. Maximum post width: 2 inches.

3. When multiple binders are used, correlate the data into related consistent groups.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each project required to be included, indexed to content of the volume.

3. List, with each project, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specific product.

2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

b. Control and flow diagrams.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written test, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instruction of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for CITY's personnel, give:

a. Proper procedures in event of failure.

b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit **six (6) copies** of complete manual in final form to the CITY through the CONSULTANT.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products.

a. Catalog number, size, composition.

b. Color and texture designations.

c. Information required for reordering special manufacturing products.

2. Instructions for care and maintenance.

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit five (5) copies of complete manual in final form to the CITY through the CONSULTANT.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Operating procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down and emergency instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

3. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

d. Alignment, adjusting and checking.

4. Servicing and lubrication required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.

9. Each contractor's coordination drawings.

a. As-installed color coded piping diagrams.

10. Charts of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.

12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic systems, as appropriate:

1. Description of system and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories and panelboards.

a. Electrical service

b. Controls

c. Communications

3. As installed color coded wiring diagrams.

4. Operating procedures:

a. Routine and normal operating instructions.

b. Sequences required.

c. Special operating instructions.

5. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of CITY's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

A. Submit two (2) copies of completed data in final form to the CITY through the CONSULTANT no later than thirty (30) days following the Consultant's review of the last shop drawing and/or other submittal specified under Section SC01340.

1. One copy will be returned with comments to be incorporated into final copies.

B. Submit **six (6) copies** of approved manual in final form directly to the offices of the Consultant, within thirty (30) calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.

C. Append six (6) copies of addendum to the operation and maintenance manuals as applicable and certificates as specified within thirty (30) days after final inspection and plant start-up test.

1.08 INSTRUCTION OF CITY'S PERSONNEL

A. Fully instruct CITY's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Review operating and maintenance manual with CITY's operating and maintenance personnel in full detail to explain all aspects of operations and maintenance.

C. A list shall be provided to the CITY detailing the date, time and attendees of all training sessions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile specified warranties and bonds, as in Article 5 and 13 of the General Conditions and as specified in these Specifications.

B. Related Work Described Elsewhere:

1. General Conditions: Articles 5 and 13

2. Contract Closeout: Section SC01700.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service maintenance contract.

6. Provide information for CITY's personnel:

a. Proper procedure in case of failure.

b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 inches by 11 inches, punch sheets for standard three (3) post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three (3) post binder, with durable and cleanable plastic covers and maximum post width of two (2) inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.

B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under technical specifications for Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical and which has at least a 1 hp motor or which lists for more than $1,000. The Consultant reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

D. The CITY shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01800 - MISCELLANEOUS WORK AND CLEANUP

1 PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.

b. Cleaning up.

c. Incidental work.

2 PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

3 PART 3 - EXECUTION

3.01 RESTORING OF DRIVEWAYS AND FENCES

A. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Consultant shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Consultant.

3.02 CLEAN UP

A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition.

3.03 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

SECTION 02018 – VIBRATION MONITORING

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Furnish, install, maintain, monitor, and remove vibration-monitoring equipment as specified and as indicated.

B. Monitor vibrations and noise levels originating from construction operations as indicated or specified.

C. Modify construction operation procedures if existing operation creates vibration or noise exceeding specified amounts.

1.2 RELATED SECTIONS

A. Section SC01340 – Shop Drawings, Work Drawings, and Samples

B. Section SC01700 – Contract Closeout

C. Section 03415 – Prestressed Concrete Piles

1.3 REFERENCES

Not Used

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. When this Section is to be implemented, it shall be considered to be incidental to the specific Work scope for the individual Section, i.e., Pre-Cast Concrete Piles.

1.5 SUBMITTALS:

A. Submit the following:

1. Qualifications of the independent vibration consulting firm's Professional Engineer including the names of the five (5) successful projects with names, current addresses, and telephone numbers of persons in charge of representing the owners or the owners at the time of monitored vibration-inducing operation and noise levels.

2. Qualifications of the vibration consulting firm's personnel to install, operate and interpret the monitoring equipment including the name of the personnel and the names of the three (3) projects per person which they installed, operated, monitored, and interpreted monitoring equipment with names, current addresses and telephone numbers of persons in charge of representing the owners or the owners at the time of monitored vibration-inducing operations and noise levels.

3. Prior to commencement of pile driving or other vibration inducing operations, submit in writing the plan for monitoring operations and equipment to be used to assure compliance with the vibration and noise limitation. As a minimum, this plan shall provide for the following:

a. Recommended vibration-limiting methods to meet the specified peak particle velocity limitations and locations for taking measurements.

b. Manufacturers' brochures and written operation instructions for seismograph recording equipment intended to be used for each vibration occurrence.

4. Daily reports, while driving sheeting, piles or performing other vibration-inducing operations, detailing each source of vibration, location of monitoring, and the vibration records highlighting peak particle velocities. All daily reports shall be stamped and signed by the Vibration Consulting Firm's Professional Engineer.

PART 2 - PRODUCTS

2.1 EQUIPMENT:

A. Provide a low frequency sensitive three-component seismic recording instrument with wave paper trace, variable trigger level setting, peak particle velocity memory operation (in inches/second) and sound level readout capability.

B. Manufacturers:

1. Spregnether, St. Louis, MO

2. Slope Indicator Co., Seattle, WA

3. D&L Equipment Corp., Spoffard, NH

4. Or equal

PART 3 - EXECUTION

3.1 QUALITY ASSURANCE:

A. Provide in accordance with Division 1

B. Retain the services of an independent vibration consulting firm with the following in-house personnel to conduct the following vibration monitoring requirements:

1. Preparation, signing and stamping of monitoring plans and daily reports, and overseeing monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Be a Florida Registered Professional Engineer

b. Have a minimum of five (5) years experience in the vibration-consulting field

c. Have successfully completed at least five (5) projects with vibration-inducing operations and noise levels equal to or more severe than those to be encountered

2. Installation, monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Have at least three (3) years of experience in the operation of monitoring equipment proposed for use and interpretation of records produced by such equipment

b. Have installed, operated, monitored and interpreted equipment and records on at least three (3) projects with vibration-inducing operations and noise levels equal to or more severe than those to be encountered

3.2 EXECUTION:

A. Furnish specified instrumentation to be installed, operated and interpreted by the vibration consulting firm's personnel, as specified below and indicated.

B. Monitor vibrations and record the entire particle velocity wave train, not just peak velocities. Obtain accurate, legible seismometer records of monitored vibrations.

C. Perform all pile sheeting, driving, and other vibration-inducing operations so that vibrations reaching adjacent structures and facilities are within specified limits.

D. Monitor vibrations by measuring the peak particle velocity in the vicinity of work. Peak particle velocity is defined as a maximum of the three velocity components, measured in three mutually perpendicular directions at any point by an instrument and combining the results. The peak particle velocity as measured by the vibration consulting firm's personnel on or at the location as specified in the submitted vibration monitoring plan, for blasting, pile driving, or other vibration-inducing operations, shall not exceed the following:

Type of Concrete	Peak Particle Age of Concrete, hrs.	Velocity in/sec.
Mass Concrete	0-11	1.0
	11 and over	2.0
Concrete Structures	0-11	0.5
	11-24	1.0
	24 and over	2.0
Permanent Structure or Utility		2.0

E. In the event any recordings indicate that vibration limits are being exceeded, immediately suspend all sheeting, driving and other vibration-inducing operations and submit a report to the Engineer. Revise operations to reduce vibrations and submit a copy of the revised procedure to the Engineer at no additional cost to the City.

F. If evidence of displacement or damage to utilities, equipment, or structures is observed or reported, immediately notify the Engineer and discontinue operations creating the vibrations. Revise operation to reduce vibrations and submit a copy of the revised procedure to the Engineer.

G. Restore or replace utilities, equipment, or structures damaged by at no additional cost to the City.

H. Monitor and record on chart noise originating from construction activities.

I. If noise limitations as specified City Ordinance's are exceeded notify the Engineer and discontinue operations creating noise. Revise operation to meet specified noise limitation before continuing.

END OF SECTION

SECTION 02060 – AGGREGATE MATERIALS

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards latest edition (where applicable) as reference documents. It is the intent of the Utilities Department that this technical specification (02060) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 204 - Graded Aggregate Base
- Section 210 - Reworking Limerock Base
- Section 220 - Shaping and Compacting Local Base Rock
- Section 230 - Limerock Stabilized Base
- Section 911 – Limerock Material for Base and Stabilized Base
- Section 240 - Sand-Clay Base
- Section 250 - Shell Base
- Section 913 – Shell Material
- Section 913A – Shell – Rock Material
- Section 914 – Stabilization Materials
- Section 260 - Shell Stabilized Base
- Section 270 - Soil Cement Base
- Section 901 - Course Aggregate
- Section 902 - Fine Aggregate

In the event that this technical specification (02060) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

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PART 1 GENERAL

1.1 SECTION INCLUDES

A. Aggregate materials

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section 02300 - Earthwork

E. Section 02320 – Trenching and Excavation

F. Section 02322 – Dewatering and Drainage

G. Section 02324 – Backfill

H. Section 02371 - Riprap and Rock Lining

I. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. Florida DOT Standard Specifications for Road and Bridge Construction cited at the beginning of this section.

B. AASHTO - M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Sub base, Base and Surface Courses

C. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop

D. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

E. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)

F. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

G. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

H. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

I. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.4 UNIT PRICES - MEASUREMENT AND PAYMENT

A. Section SC01025 - MEASUREMENT AND PAYMENT

B. Aggregate (other than required for roadway repair, construction, exfiltration trench and manhole/structure support pad): By the square yard - Includes supplying aggregate materials, stockpiling, placement, compaction and testing.

1.5 SUBMITTALS

C. Submittals for review and authorization to proceed

1. Materials Source: Submit name of imported materials suppliers

2. Materials: Submit material certificates including proctor and sieve analysis of each type of aggregate supplied

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate Type FDOT 57 Stone

2.2 FINE AGGREGATE MATERIALS

A. Fine Aggregate Type FDOT Standard Specification for Road and Bridge Construction Section 902.

B. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

C. Materials generated from the on-site excavations or imported from an off-site source may be utilized for backfill of pipeline and associated structure excavations provided the materials consist of relatively clean sands or reasonably well graded, relatively clean sand-gravel mixtures that are free of timber, roots, clods, construction demolition debris, rubbish, trash or other deleterious matter. The materials shall have a maximum size of 1 inch, have not more than 10 percent passing the US Standard No. 200 Sieve and contain no more than 2 percent (by weight) of organic matter.

1. Backfill materials classification shall comply with the Unified Soil Classification System (ASTM D 2487) Group Symbols of SP, SP-SM, GP or GP-GM.

2. The S=Sand, G=Gravel, P=Poorly Graded, and M=Silty all per ASTM D 2487.

2.3 SOURCE QUALITY CONTROL

1. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 or AASHTO T180

2. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 or AASHTO T180

3. If tests indicate materials do not meet specified requirements, change material or material source and retest

4. Provide materials of each type from same source throughout the Work

PART 3 EXECUTION

3.1 QUALITY ASSURANCE

A. Perform Work in accordance with State of Florida DOT standards

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free-standing surface water.

END OF SECTION

SECTION 02082 – PUBLIC MANHOLES AND STRUCTURES

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition where applicable) as reference documents. It is the intent of the Utilities Department that this technical specification (02082) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 415 - Reinforcing Steel
- Section 416 – Installing Adhesive-Bonded Anchors and Dowels for Structural Applications
- Section 417 - Epoxy Coating of Reinforcing Welded Wire Fabric
- Section 425 - Inlets, Manholes, and Junction Boxes

In the event that this technical specification (02082) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Modular precast concrete manhole and inlet sections with tongue-and-groove joints, risers, transition to lid, frames, covers, anchorage, and accessories.

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 – Backfill

I. Section 02513 – Public Water & Reclaimed Water Distribution Systems

J. Section 02536 – Force Mains

K. Section 02538 - Sanitary Sewer System

L. Section 02630 – Storm Drainage

M. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

The replacement of existing irrigation (public or private) in the Public ROW as the result of public manholes and structures installation is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline, structure or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate location and size of reinforcing steel, manhole locations, inlet locations, elevations, piping, conduit, and any weir control structures, sizes and elevations of penetrations for the following:

1. Precast Manhole (including reinforcing and joint), including Frame and Cover and all brickwork.

2. Precast Structure / Inlet (including reinforcing and joint) including Frame and Cover / Grate (all grates for storm water inlets shall be reticuline with a traffic rating of H-20) and all brickwork.

3. Precast Junction Box and conflict structure (including reinforcing and joint), including Frame and Cover and all brickwork.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT for additional requirements.

B. Refer to Section SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures. Cracks or broken ends due to improper handling will not be acceptable. Lift holes will not be allowed.

B. Store precast concrete manholes and drainage structures to prevent damage to

Owner's property or other public or private property. Repair property damaged from materials storage.

C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

PART 2 PRODUCTS

2.1 MANHOLES (SANITARY)

A. Materials

1. Concrete: 4,000 psi

2. Reinforcement:

a. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

b. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

c. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

3. Flexible Gasket: Ram Neck Seal

4. Sanitary Sewer Manhole Coatings:

a. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.

b. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat gray or red, 2nd coat black.

5. Manhole Brick: ASTM C32-73 (3-hole) and shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Engineer. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or shale). Grade SS brick shall be used for paved inverts and shelves, and grade MS shall be used for walls.

6. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

7. Manhole Frame and Cover: Traffic rated, conforming to U.S. Foundry No. 230-AB-MC, or equal.

8. Manhole frames and covers shall be the Utility Department Standard as shown on the project construction drawings and of such quality and composition as will make the metal of the casing strong and tough and of even grain. They shall be smooth, free from scale, lumps, blisters and sand holes. No plugging or filling will be allowed. The words "SANITARY SEWER" shall be cast in the cover so as to be plainly visible. Frames and covers shall have a protective coating of black paint. All covers shall have a non-penetrating or concealed type pick hole.

B. Construction

1. Manholes shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section. Adjustable riser rings are preferred for all manholes.

2. Water stop shall be manhole manufacturer's standard. If the manufacturer does not have a standard, use a 4-inch wide, #10 gauge steel sheet, welded continuous through the joint.

3. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

4. Lifting hooks shall be used throughout. Lift holes will not be allowed.

5. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects that indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect manholes at the factory.

2.2 INLETS, JUNCTION BOXES, MANHOLES (STORM)

A. Materials

1. Concrete: 4,000 psi.

2. Reinforcement: As stated above.

3. Sizing

   a. Standard structure bottoms 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B) are designated Type P. Larger standard structure bottoms are designated Type J. Adjustable riser rings are preferred for all structures.

   b. Walls of circular structures (Alt. A) constructed in place may be of non-reinforced concrete or brick or reinforced concrete. Precast and rectangular structures (Alt. B) shall be constructed of reinforced concrete only.

   c. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with either ASTM C-478 (up to 96" diameter) or ASTM C-76 Class III B Wall, modified where the elliptical steel cage area is placed in the center one-third of the wall.

   d. Top and floor slab thickness and re-enforcement are precast and cast-in-place construction. Top and floor slabs shall be of Class II concrete. Concrete as specified in ASTM C-478 (4,000 psi) may be used in lieu of Class I and Class II concrete in precast items manufactured in plants which are under the 'Standard Operating Procedures' for the inspection of precast drainage products.

   e. Structure bottoms may be used in conjunction with curb inlet tops Types 1,2,3,4,5,6,9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.

   f. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.

   g. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers, inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with 2- #5 bars.

4. Frames, Covers and Grates:

   a. All grates for storm water inlets shall be reticuline with a traffic rating of H-20 as shown on FDOT Standard Index No.232.

   b. Inlet throats, riser or manhole tops shall be secured to structures as shown on FDOT Standard Index No. 201.

   c. For manhole and junction box tops for frames and covers, and for supplementary details, see same FDOT Standard Index No. 201.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

3.2 EXAMINATION

A. A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that the Project is ready to receive the structures.

C. Verify excavation for manholes is correct.

3.3 REPARATION

A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.4 MANHOLE INSTALLATION (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Excavations for manholes and other structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project

construction drawings)rock support bed of FDOT 57 rock and then install the structure.

The manhole invert shall be carefully shaped to conform to the pipe flow channel. Flow channels within the manholes involving changes of direction or slide slopes shall smoothly direct the flow in accordance with detail drawings. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and watertight job. Manholes shall be core-drilled to provide pipe opening when precast hole is not available.

B. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3.5 INSTALLATION OF PIPE INTO MANHOLE (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. All pipe penetrations shall be supplied with NPC KOR-N-SEAL flexible pipe-to-manhole connector. Base slab and wall thickness for precast manholes shall be as shown on the detail drawings. Invert shall be constructed as shown on the detail drawings. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer and entering branch or branches shall have a true curve; of as large a radius as the size of the manhole will permit. Manhole inverts may be constructed prior to installation by grouting pipe in place with cement mortar and approved joint mix.

3.6 INLET / STRUCTURE INSTALLATION (STORMWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Appurtenance shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick rock support bed of FDOT 57 rock and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with anhydrous cement grout on both the inside and outside to make a smooth watertight seal.

3.7 INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

A. Trenches and excavations shall be kept dry while work is in progress. The diameter for the pipe opening in the structure shall be 6 inches larger than the outside diameter of the pipe. Pipe shall penetrate the inside wall of the inlet/structure a minimum of 2-inchs and a maximum of 4-inches. After pipe is set, the space between the pipe and inlet/structure wall shall be filled with 3-holes brick and hydraulic cement or sealed in accordance with the project construction drawings. Refer to Section 02538 SANITARY SEWER SYSTEM and 02630 STORM DRAINAGE for discipline specific requirements. Base slab and wall thickness for precast structures shall be as shown on the detail drawings. Slopes within the inlet / structure bottom shall be avoided.

B. If inlet / structure contains a weir of other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design elevation that shall be between 6" and 12" below the bottom of the structure top slab or inlet grate.

3.8 FRAMES AND COVERS

A. The manhole, inlet and structure frames and covers shall be set firmly in mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1-inch above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

END OF SECTION

SECTION 02084 – WET WELLS

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02084) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 415 - Reinforcing Steel
- Section 416 - Installing Adhesive-Bonded Anchors and Dowels for Structural Applications
- Section 417 - Epoxy Coating of Reinforcing Welded Wire Fabric
- Section 425 - Inlets, Manholes, and Junction Boxes

In the event that this technical specification (02084) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

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PART 1 GENERAL

1.1 SECTION INCLUDES

A. Modular precast concrete manhole and inlet sections with tongue-and-groove joints, risers, transition to lid, frames, covers, anchorage, and accessories.

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01330 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 – Backfill

I. Section 02513 – Public Water & Reclaimed Water Distribution Systems

J. Section 02536 – Force Mains

K. Section 02538 - Sanitary Sewer System

L. Section 02630 – Storm Drainage

M. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

The replacement of existing irrigation (public or private) in the Public ROW as the result of wet well installation is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the wet well/lift station.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate location and size of reinforcing steel, manhole locations, inlet locations, elevations, piping and conduit, sizes and elevations of penetrations for the following:

1. Precast Wet Well (including reinforcing and joint), precast sections, including top slab.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT for additional requirements.

B. Refer to Section SC01720 PROJECT RECORD DOCUMENTS REQUIREMENTS for additional requirements.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast wet well or sections. Cracks or broken ends due to improper handling will not be acceptable. Lift holes will not be allowed.

B. Store precast concrete wet wells or sections to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.

C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

PART 2 PRODUCTS

2.1 WET WELLS

A. Materials

1. Concrete: 4,000 psi

2. Reinforcement:

a. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

b. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

c. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

3. Flexible Gasket: Ram Neck Seal

4. Wet Well Coatings:

a. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.

b. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat red, 2nd coat black.

5. Manhole Brick: ASTM C32-73, Grade MA.

6. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

7. Top slab and access hatch shall be the Utility Department Standard as shown on the project construction drawings. Access hatch shall be installed as to open away from the pump control panel. All wet well top slab hatches shall have integral, aluminum safety grates as manufactured by US Foundry Fabrication, Inc.

B. Construction

1. Wet wells and sections shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section.

2. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

3. Lifting hooks shall be used throughout. Lift holes will not be allowed.

4. Components of the wet well shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects that indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect all precast components at the factory.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

3.2 EXAMINATION

A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that the Project is ready to receive the structures.

C. Verify excavation for wet well is correct.

3.3 PREPARATION

A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.4 WET WELL INSTALLATION

A. Trenches and excavations shall be kept dry while work is in progress. Wet wells shall be set according to project construction drawings and shall be precast in accordance with approved shop drawings, specification detail and project construction drawings for this project. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and watertight job. Wet wells shall be core-drilled to provide pipe opening when precast hole is not available.

B. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3.5 INSTALLATION OF PIPE INTO MANHOLE (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Base slab

and wall thickness for precast manholes shall be as shown on the detail drawings. Invert shall be constructed as shown on the project construction drawings. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly.

B. Refer to the AGRU Sure-Grip, ChemRex ThoRoc or SewperCoat details for installation details and requirements.

3.6 FRAMES AND COVERS

A. The wet well frames and covers (or top slabs) shall be set firmly in mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1-inch above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

END OF SECTION

SECTION 02112 – ASBESTOS CEMENT PIPE REMOVAL/DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The WORK in this Section includes the proper and safe removal, material protection, documentation, transportation and delivery for removal/disposal of asbestos cement pipe (ACP). There is NO new ACP installation in the WORK.

B. Federal Regulations classify asbestos cement pipe (ACP) as Category II, non-friable asbestos containing material (A term as defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 that means any material containing more than 1 percent asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure). As such, the Contractor shall ensure the ACP is handled in a manner which will maintain that classification and not create hazardous conditions. If at any time during construction the ACP becomes friable, the Contractor shall report it immediately to the City and local, County, State, and Federal regulatory agencies as required. The Contractor shall be responsible for all additional costs and compliance with all local, County, State, and Federal regulations related to friable ACP.

C. Contractor shall carefully review the specific requirements in the Utilities Engineering Design Handbook and Construction Standards for the City of Boynton Beach, Utilities Department.

D. The Contractor shall comply with the requirements of the Palm Beach County Health Department and Solid Waste Authority of Palm Beach County, specifically the Asbestos Disposal Policy and Procedures.

E. Contractor shall exercise special and proper care during all aspects of the WORK so as to prevent damage to the existing ACP.

1.2 APPLICABLE PUBLICATIONS

The following documents are listed for general reference and may not be inclusive of all standards applicable for this project. The current version of the following documents form a part of this specification and are applicable to the extent specified. Work shall conform to applicable federal, state and local government regulations and to the requirements specified herein. Whenever inconsistencies occur between the referenced materials, the more stringent shall apply. The intent of these documents is to verify the work is conducted at the highest level of safety.

American National Standards Institute (ANSI)

American Society for Testing and Materials (ASTM)

Code of Federal Regulations (CFR)

29 CFR Safety and Health Regulations for the Construction Industry, Part 1926

40 CFR Environmental Protection Agency Part 61

49 CFR Department of Transportation

National Institute for Occupational Safety and Health NIOSH)

State Requirements

Chapter 62-257 Florida Asbestos Program

Chapter 469 Florida Asbestos Abatement

1.3 SUBMITTALS

The Contractor shall submit to the City a detailed plan of the ACP removal/disposal program. The Contractor shall secure City approval for the program before starting the pipe removal. The plan shall contain at least the following:

- Contractor's / Sub-contractor's previous experience with ACP removal/disposal.
- Location of prior experience.
- Current licenses (if any) or training in Class II Asbestos.
- Proposed crew and level of expertise on ACP handling, removal, and disposal.
- Detailed proposed methods and procedures for the ACP removal, transportation, and disposal.
- Acknowledgement of local, County, State, and Federal regulations related to the work to be performed.
- List of documentation to be provided to the City, and other local, County, State, or Federal agencies.
- Safety, Health and Accident Prevention Plan.

PART 2 EXECUTION

2.1 PROJECT CONDITION

A. The work consists of the removal/disposal of asbestos-containing materials, which can cause a serious health risk to humans. Local, County, State, and Federal rules, regulations and laws govern the work. The Contractor agrees by accepting the contract that their company is fully knowledgeable of this information and shall bear full

responsibility for the health and safety of their workers.

B. The Contractor shall cooperate with the City during all work. This cooperation shall include allowing access to the work areas to allow for visual and air monitoring, collecting samples, providing requested data on personnel, equipment, scheduling and facilitating monitoring of the work.

C. Contractor shall submit a 10-day notification to the Florida Department of Environmental Protection / Palm Beach County Health Department prior to the start of work.

D. The ACP shall be placed in leak tight vehicles or containers (i.e., pipes wrapped in 6-mil polyethylene sheeting) with required warning and hazardous generator labels. The ACP shall be transported to a landfill that accepts asbestos waste. A waste shipment record shall be properly maintained and provided to the City.

2.2 REMOVAL

A. It is the intent of the WORK to require that all ACP materials shall be properly and safely removed, transported and disposed in accordance with all applicable asbestos regulations and local solid waste landfill requirements. This provides for proper and safe removal of the buried asbestos cement pipe, proper bagging in leak tight plastic (with total of 6 mil thickness) for the Class II non-friable asbestos containing materials, transportation and delivery to the Solid Waste Authority operated Landfill, proper ACP materials documentation and use of personal protective equipment while within the Asbestos Disposal Compound.

B. All work involved in the proper and safe removal and transportation and disposal of ACP shall be the responsibility of the Contractor.

C. The Contractor shall make written notifications as required under the asbestos regulations to the appropriate regulatory agencies and City as required in advance of any ACP materials being removed from the work site and transported for disposal.

D. The AC pipe shall be removed in an intact condition to the maximum extent feasible. Removal shall be performed using wet methods. Intact means that the ACP is not to be crumbled, pulverized, or otherwise deteriorated so that the asbestos becomes friable and may be no longer bound in the piping materials. No visible emissions of asbestos materials shall be permitted.

E. The ACP shall be kept wet before, during, and after any disturbance using an airless sprayer.

F. If the ACP needs to be cut into smaller sections, Contractor shall use a wheel-type pipe cutter such as a snap cutter, carbide-tipped blade cutter, manual field lathes, etc. to eliminate the generation of dust. Apply dropcloth of 6-mil polyethylene sheeting to the area beneath and a minimum of 3 feet beyond the section to be cut. Apply lockdown encapsulant to exposed edges of pipe. Pick up all pipe debris which may have fallen outside dropcloth.

G. Contractor is prohibited from sawing, grinding, or crushing ACP. Contractor is prohibited from using high-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air, using compressed air to remove asbestos unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air, dry sweeping, shoveling or other dry clean-up of dust and debris containing ACP, and employee rotation as a means of reducing employee exposure to asbestos.

H. Use of compressed air to clean ACP is prohibited. At no time should ACP or pieces be mixed in with fill.

I. ACP Removal Superintendent: Designate a qualified employee as superintendent. The superintendent shall meet the requirements of a competent person/supervisor in accordance with OSHA requirements and possesses ACP removal experience.

2.3 DISPOSAL

A. The removed ACP material shall be delivered to a landfill permitted for disposal of Category II non-friable asbestos containing materials.

B. The Contractor is advised the Palm Beach County landfills do not accept friable asbestos-containing materials for disposal. Friable asbestos-containing materials are regulated as hazardous waste. A friable material is defined as material that can be crumbled, pulverized, or reduced to powder in the hand.

C. Palm Beach County landfills do accept Category II non-friable asbestos-containing materials, under specific conditions. The Contractor shall comply with the current requirements for

encapsulation and plastic wrapping to allow disposal at the landfill.

D. All asbestos material shall be wrapped in 6-mil polyethylene sheeting. Include site-specific labels as required by the local jurisdiction. Labels are to be waterproof, legible, and large enough in size to be readily visible.

E. No overnight storage of ACP waste will be allowed. The Contractor shall transport the ACP waste directly from the site to the landfill. The procedure for hauling and disposal shall comply with all local, County, State, and Federal standards. The waste manifests shall be prepared in accordance with the requirements of the Solid Waste Authority Landfill.

F. The unloading of trucks and disposal of the ACP at the landfill shall be in accordance with all applicable regulations. Provide asbestos waste shipment records to the City within three (3) days after delivery of the ACP to the landfill.

2.4 ABANDONMENT IN PLACE

A. On a special case-by-case basis, ACP removal and disposal as described under section 3.1 may be determined to be infeasible. In these cases, the Contractor may request approval from the Owner to abandon sections of the ACP in place. In these special approved cases, the following requirements shall be followed:

i. Any and all ACP approved to be abandoned in place shall not be cut or crushed.
ii. The ACP approved to be abandoned in place shall be filled with grout. The grout mix and slump shall meet the specifications and requirements of the City. Electronic full-range markers shall be placed at each end of the pipe.
iii. The locations of all ACP approved by the City to be abandoned in place shall be clearly shown on the Record Drawings.

END OF SECTION

SECTION 02221 – BUILDING DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Demolition of designated structures and removal of materials from site

B. Demolition and removal of foundations and slabs-on-grade

C. Disconnecting and capping or removal of identified utilities

D. Removal of underground tanks and piping

E. Refer to items as indicated

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01700 – Contract Closeout

C. Section 02060 – Aggregate Materials

D. Section 02230 - Site Clearing

1.3 REFERENCES

Not Used.

1.4 QUALIFICATIONS

A. Demolition Firm: Company specializing in performing the Work of this Section with minimum three (3) years documented experience.

1.5 REGULATORY REQUIREMENTS

A. Conform to City code for demolition of structures, safety of adjacent structures, dust control, runoff control, disposal, and site restoration.

B. Obtain required permits from authorities.

C. Notify affected utility companies before starting work and comply with their requirements.

D. Do not close or obstruct roadways, sidewalks, or utilities without permits.

E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

F. Test soils around buried tanks for contamination.

G. At least ten (10) business days prior to demolition, the Contractor or his designated subcontractor will complete a National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos notification form. Deliver the completed forms by hand or certified mail to the following agencies:

Original to:
Department of Environmental Protection
Bureau of Air Quality
2600 Blair Stone Road
Tallahassee, FL 32399
Attention: State Asbestos Coordinator

Copy to:
Department of Health
Palm Beach County Public Health Unit
800 N. Clematis Street
West Palm Beach, FL 33401
Attention: Asbestos Coordinator

Palm Beach County Risk Management
100 Australian Ave., Suite 200
West Palm Beach, FL 33406

H. Contractor must wait ten (10) days from the postmarked date of mailing to commence demolition. Any modifications of this information require notification to the above agencies by telephone, followed by a written revision to the "Notification" form.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Fill Material: Type S1 fill, specified in Section 02060 AGGREGATE MATERIALS.

PART 3 EXECUTION

3.1 PREPARATION

A. Provide, erect, and maintain temporary barriers and security devices.

B. Protect existing landscaping materials, appurtenances, structures and site improvements that are not to be demolished.

C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.

D. Mark location of utilities.

3.2 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent occupancies.

B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed.

C. Conduct operations with minimum interference to public or private

accesses. Maintain protected egress and access at all times.

D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.

E. Sprinkle Work with water to minimize dust. Provide hoses and water connections for this purpose.

3.3 DEMOLITION

A. Disconnect remove and cap and identify designated utilities within demolition areas.

B. Remove foundation walls and footings to a minimum of four (4) feet below finished grade beyond area of new construction.

C. Remove concrete slabs on grade.

D. Use of explosives will not be permitted.

E. Empty buried tanks located within demolition area. Remove buried tanks, components, and piping from site.

F. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect in accordance with City requirements.

G. Backfill areas excavated caused as a result of demolition, in accordance with Section 02324 BACKFILL.

H. Rough grade and compact areas affected by demolition to maintain site grades and contours.

I. Remove demolished materials from site.

J. Do not burn or bury materials on site. Leave site in clean condition.

K. Remove temporary work.

3.4 SCHEDULES

A. Provide a schedule when known items are to be turned over to the Owner, salvaged and reused in construction later, or is destined for other use. List known items considered relics or antiques, for retention by Owner.

END OF SECTION

SECTION 02230 – SITE CLEARING

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02230) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 110 - Clearing and Grubbing

In the event that this technical specification (02230) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Clearing

B. Removal

C. Topsoil Excavation

1.2 RELATED SECTIONS

A. Section 02221 - Building Demolition

B. Section 02300 - Earthwork

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Site Clearing: By the acre. Includes clearing site, loading and removing waste materials from site, applying herbicide to designated plant life.

1.5 SUBMITTALS

Not Used.

1.6 REGULATORY REQUIREMENTS

A. Conform to city code for environmental requirements, disposal of debris, and grading of site.

B. Coordinate clearing Work with Utility Department and other utility companies.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area for placing removed materials.

3.2 PROTECTION

A. Locate, identify, and protect utilities that remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping.

C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.3 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, system to a depth of twenty-four (24) inches, surface rock, and other features not included in the final site plan designated "to remain".

C. Clear undergrowth and dead wood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.4 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove paving, curbs, and concrete slabs not designated "to remain".

3.5 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 02270 – SEDIMENTATION AND EROSION CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

A. Furnish all labor, materials, equipment and incidentals required and perform all installation, maintenance, removal and area cleanup related to erosion and sedimentation control work as shown on the Drawings and as specified herein. The work shall include, but not necessarily be limited to; installation of temporary access ways and staging areas, silt fences, stone filter boxes, stone filter berms, sediment removal and disposal, device maintenance, removal of temporary devices, temporary mulching, excelsior matting installation and final cleanup. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.2 RELATED WORK

A. Section SC01110 – Environmental Protection Procedures

B. Section SC01568 – Temporary Erosion and Sedimentation Control

C. Section SC01340 - Shop Drawings, Work Drawings, and Samples

D. Section 02300 - Earthwork

E. Section 02924 - Seed, Mulch and Fertilizer

F. Section 02925 - Sodding

1.3 SUBMITTALS

A. Submit, in accordance with Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES, within 10 days after award of Contract, technical product literature for all commercial products, including straw mulch tackifier, to be used for erosion and sedimentation control.

1.4 QUALITY ASSURANCE

A. Be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off site areas or into the stream system via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment off site shall be installed, maintained, removed, and cleaned up at the expense of the CONTRACTOR. No additional charges to the OWNER will be considered.

B. Sedimentation and erosion control measures shall conform to the requirements outlined in the drawings and in The Florida Development Manual.

1.5 UNIT PRICE - MEASUREMENT AND PAYMENT

A. The Lump Sum item for NPDES Compliance shall include all Sediment and Erosion Control efforts included in this section with measurement and payment in accordance with Section SC01025 - MEASUREMENT AND PAYMENT.

PART 2 PRODUCTS

2.1 MATERIALS

A. Crushed stone for sediment filtration devices, access ways and staging areas shall conform to FDOT "Standards and Specifications for Highway and Bridges".

B. Berm structural stone shall be rip-rap as follows:

1. Rip-rap shall be sound, durable rock which is roughly rectangular shape and of suitable quality to insure permanence in the condition in which it is to be used. Rounded stones, boulders, sandstone or similar soft stone will not be acceptable. Material shall be free from overburden, spoil, shale and organic material, meet the ENGINEER's approval and be well graded within the following limits:

Weight of Stone	Percent Finer by Weight
40 lb	100
12 lb	50
3 lb	0

C. Sediment Fence

1. Sediment fence shall be a prefabricated commercial product made of a woven, polypropylene, ultraviolet resistant material such as “Envirofence” by Mirafi Inc., Charlotte, NC or equal.

D. 1/4-in woven wire mesh for filter boxes shall be galvanized steel or hardware cloth.

E. Straw mulch shall be utilized on all newly graded areas to protect areas against washouts and erosion. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, or rye that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.

F. Latex acrylic copolymer, or organic tackifier shall be a commercial product specifically

manufactured for use as straw mulch tackifier.

G. An asphalt tackifier shall only be used when temperatures are too low to allow the use of a latex acrylic copolymer and only with prior

H. Erosion control blanket shall be installed in all seeded drainage swales and ditches as shown on the Drawings or as directed by the ENGINEER. Erosion control blanket shall be 100 percent agricultural straw matrix stitch bonded with degradable thread between two photodegradable polypropylene nettings, such as Model S150 Double Net Short-Term Blanket (10 months) by North American Green, Evansville, IN or equal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Sediment Fence Installation

1. Sediment fences shall be positioned as indicated on the Drawings and as necessary to prevent off site movement of sediment produced by construction activities as directed by the Project Manager and Engineer.

2. Dig trench approximately 6-in wide and 6-in deep along proposed fence lines.

3. Drive stakes, 8-ft on center (maximum) at back edge of trenches. Stakes shall be driven 2-ft (minimum) into ground.

4. Hang filter fabric on posts carrying to bottom of trench with about 4-in of fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and maintain secure both ways.

5. Backfill trench with excavated material and tamp.

6. Install pre-fabricated silt fence according to manufacturer's instructions.

B. Construct filter boxes as detailed on the Drawings, from 1/4-in woven wire mesh or hardware cloth and wood. Fill with crushed stone and place over all drop inlets and manholes to storm drain system as each inlet is completed. This should be done prior to setting casting, if there is a delay between installation of inlet structures or drain manholes and setting of castings. An alternate method is to ring each inlet with a sediment fence.

C. Stone Filter Berm Installation

1. Place berm structural stone across channel just below lower sandbag wall at work area. Face upstream side of structural berm with crushed stone.

D. Staging areas and access ways shall be surfaced with a minimum depth of 4-in of crushed stone.

3.2 MAINTENANCE AND INSPECTIONS

A. Inspections

1. The CONTRACTOR shall make a visual inspection of all erosion and sedimentation control devices once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment to offsite areas, promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly.

B. Device Maintenance

1. Sediment Fences

a. Remove accumulated sediment once it builds up to 1/2 of the height of the fabric.

b. Replace damaged fabric, or patch with a 2-ft minimum overlap.

c. Make other repairs as necessary to ensure that the fence is filtering all runoff directed to the fence.

2. Filter Boxes

a. Replace crushed stone when it becomes saturated with silt.

3. Stone Filter Berm

a. Muck out trapped silt from dewatering operations when it has built up to within 6-in of the top of the berm.

b. Replace crushed stone filter when saturated with silt.

4. Add crushed stone to access ways and staging area as necessary to maintain a firm surface free of ruts and mudholes.

3.3 TEMPORARY MULCHING

A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 30 days of the completion of rough grading.

B. Straw mulch shall be applied at rate of 100 lbs/1000 sq ft and tackified with latex acrylic copolymer at a rate and diluted in a ratio per manufacturer’s instructions.

3.4 EROSION CONTROL BLANKETS

A. Erosion control blankets shall be installed in all seeded drainage swales and ditches as shown on the Drawings and as directed by the Project Manager and Engineer in

accordance with manufacturer's instructions. The area to be covered shall be properly prepared, fertilized and seeded with permanent vegetation before the blanket is applied. When the blanket is unrolled, the netting shall be on top and the fibers in contact with the soil over the entire area. The blankets shall be applied in the direction of water flow and stapled. Blankets shall be placed a minimum of three rows (of 4-ft) wide (total approx. 12-ft width) within the drainage swale/ditch and stapled together in accordance with manufacturer's instructions. Side overlaps shall be 4-in minimum. The staples shall be made of wire, .091-in in diameter or greater, "U" shaped with legs 10-in in length and a 1-1/2-in crown. Commercial biodegradable stakes may also be used with prior approval by the Project Manager and Engineer. The staples shall be driven vertically into the ground, spaced approximately two linear feet apart, on each side, and one row in the center alternately spaced between each size. Upper and lower ends of the matting shall be buried to a depth of 4-in in a trench. Erosion stops shall be created every 25-ft by making a fold in the fabric and carrying the fold into a silt trench across the full width of the blanket. The bottom of the fold shall be 4-in below the ground surface. Staple on both sides of fold. Where the matting must be cut or more than one roll length is required in the swale, turn down upper end of downstream roll into a slit trench to a depth of 4-in. Overlap lower end of upstream roll 4-in past edge of downstream roll and staple.

1. To ensure full contact with soil surface, roll matting with a roller weighing 100 lbs/ft of width perpendicular to flow direction after seeding, placing matting and stapling. Thoroughly inspect channel after completion. Correct any areas where matting does not present a smooth surface in full contact with the soil below.

3.5 REMOVAL AND FINAL CLEANUP

A. Once the site has been fully stabilized against erosion, remove sediment control devices and all accumulated silt. Dispose of silt and waste materials in proper manner. Re-grade all areas disturbed during this process and stabilize against erosion with surfacing materials as indicated on the Drawings.

3.6 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida or the Federal Government, Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 02300 – EARTHWORK

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02300) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 110 - Clearing and Grubbing
- Section 120 - Excavation and Embankment

In the event that this technical specification (02300) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
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PART 1 GENERAL

1.1 SECTION INCLUDES

A. Soil Materials

B. Execution

C. Examination

D. Preparation

E. Project Conditions

F. Excavation

G. Placement and Compaction

H. Frequency of Tests

I. Finish / Final Grading

J. Protection of Finished Work

K. Layout and As-Built Survey

1.2 RELATED SECTIONS

A. Section SC01010 – Summary of Project

B. Section SC01025 - Measurement and Payment

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ASTM D2922 - Standard Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 - MEASUREMENT AND PAYMENT

Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. This backfill material shall be considered as incidental to the item installation.

1.5 SUBMITTALS

A. As specified in Part 2 below.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. All fill material shall be approved by the Project Manager and Engineer. Contractor shall notify the Project Manager and Engineer 1 week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and sealed proctor test for the material.

B. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.

C. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

D. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

E. Fine Aggregate shall conform to FDOT Specification 902.

F. Subbase, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than

2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT specification Section 514.

PART 3 EXECUTION

3.1 FIELD QA/QC

A. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Locate, identify (stake and flag), and protect utilities that remain, from damage.

C. Notify utility owner to remove and/or relocate utilities if required and not part of the project.

D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 PROJECT CONDITIONS

A. Site Information: Subsurface soil investigation report (if performed) will be made available for review. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn there from by Contractor. Data is made available only for convenience of Contractor.

Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.

Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

C. Use of Explosives: Use of explosives is not permitted.

D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

3.4 EXCAVATION

A. Excavation is unclassified and includes excavation to subgrade elevation indicated, regardless of character of materials and obstructions encountered.

3.5 PLACEMENT AND COMPACTION

A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:

Structures, (10' outside building lines) Building Slabs and Steps: Compact top 24 inches of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.

Pavements: Compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.

Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor maximum dry density.

Walkways: Compact top 6 inches of subgrade and each layer of

backfill or fill material to 95% of the modified proctor maximum dry density.

3.6 FREQUENCY OF TESTS

A. Berms: Every 200 feet per lift.

B. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.

C. Proof roll compacted fill surfaces under slabs-on-grade, pavers, paving, and other appurtenances as required.

D. The Contractor is to “map” all density test results on the Record Drawings on each day when field tests are performed. Contractor’s testing laboratory shall leave a copy of the day’s density testing results on site.

E. Contractor is to instruct their Testing Lab to copy the Project Manager on all Test Reports.

3.7 FINAL AND FINISH GRADING

A. Final grading shall be performed and the grades shaped to match existing. Except as otherwise indicated or specified, finish grades shall be flush with the edges of existing paving, etc. Excess materials not utilized for final and finish grading shall be removed from the site and disposed of off site at suitable and appropriate disposal areas.

B. Upon project completion all areas of the site limits and adjacent areas affected by the project shall be completely cleaned of all debris.

3.8 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic.

B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.9 LAYOUT AND "AS BUILT" SURVEY

A. Tolerances:

1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.

2. Top surface of berms or other stormwater containment earthworks shall be plus 0.10, minus 0.00 foot of the required elevations.

B. Layout for all construction improvements, paved and surface areas and other appurtenances to be constructed shall be performed by Contractor in strict accordance with drawings and work performed shall ensure true lines, angles, and elevations. All angles, lines, grades, and elevations shall be thoroughly checked by Contractor.

C. Upon completion of placement of construction improvement, paved and surfaced areas, the Contractor shall provide Owner and Engineer with a complete and accurate "As-Built" Survey. A surveyor registered in State of Florida shall perform “As-Built” Survey. "As-Built" Survey shall indicate exact horizontal and vertical location (relative to property lines and N.G.V.D.) of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, and swales. All of the spot elevations shown on the paving and drainage plans shall be measured and the individual "As-Built" grades shall be included on the "As-Built" Survey.

D. Additionally, where grading between any two elevations on the plan has not been constructed at a uniform slope, then sufficient "As-Built" information shall be included to provide a true representation of the constructed grading conditions. In addition to the information outlined above, the "As-Built" Survey shall include cross section elevations at 50-foot stations of all swales, lakes, roadways and drainage retention area (including banks, berms, bottom and transitions) constructed or improved. All elevations shown on the "As-Built" Survey shall be accurate to the nearest hundredth of a foot.

END OF SECTION

SECTION 02320 – TRENCHING AND EXCAVATION

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02320) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 120 - Excavating and Embankment
- Section 125 - Excavation for Structures and Pipe
- Section 160 - Stabilizing
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02320) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
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PART 1 GENERAL

1.1 SECTION INCLUDES

A. Definitions

B. Field Measurements

C. Fill Materials

D. Preparation

E. Dewatering and Drainage

F. Excavation

G. OSHA Safety Compliance

H. Field Quality Control

I. Pavement Removal and Replacement

1.2 RELATED SECTIONS

A. Section SC01010 – Summary of Project

B. Section SC01025 - Measurement and Payment

C. Section SC01400 - Quality Requirements

D. Section 02300 – Earthwork

E. Section 02322 – Dewatering and Drainage

F. Section 02324 - Backfill

G. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop

B. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method

D. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [6,000 ft-lbf/ft3 (2,700 kN-m/m3)]

E. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

F. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

G. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Unit pricing will only be considered for special trenching requirements not associated with utility installations. If required and as approved by Project Manager, a Change Order will be issued to authorize payment to the Contractor for special trenching.

1.5 SUBMITTALS

Not used.

1.6 DEFINITIONS

A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal or reuse of materials removed.

B. Additional Excavation: If the Engineer believes that the existing soil at subgrade will not support the planned construction, the Engineer may order additional excavation and replacement of the unsuitable material with select material.

C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations

to proper position, when acceptable to Engineer.

In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.

D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.

E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

F. Utility: Any buried pipe, duct, conduit, cable or structure.

1.7 FIELD MEASUREMENTS

A. Verify that survey benchmark, control points, and intended elevations for the Work are as shown on drawings.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

B. Fine Aggregate Type FDOT Specification for Road and Bridge Construction Section 902

C. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) shall be used in the identification, classification and acceptance of fill materials.

2.2 Concrete: Lean concrete Class 1 conforming to Section 03300 CAST-IN-PLACE CONCRETE with a compressive strength of 2,500 psi, unless otherwise noted on the construction plans.

2.3 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT specification Section 514.

PART 3 EXECUTION

3.1 PROJECT CONDITIONS

A. Site Information: Subsurface soils investigation report (if performed) has been included in the project bid package for information only. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn by Contractor from the soils investigation report. Data is made available only for convenience of Contractor.

Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.

Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project Record Drawings with vertical and horizontal coordinates.

Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

C. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

D. Use of explosives is not permitted.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.

C. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

D. Maintain and protect above and below grade utilities that are to remain.

E. Cut out soft areas of subgrade not capable of compaction in place. Backfill with approved materials as specified in Part 2 above.

F. Dewatering, when and where required due to the groundwater elevation relative to the

bottom of the excavation or subgrade (in the case of roadway construction) shall be performed in accordance with Section 02322 DEWATERING AND DRAINAGE.

3.3 EXCAVATION

A. Prior to commencement of trenching and/or excavation, the Contractor shall physically locate all underground utilities as shown on the project construction drawings or as marked by Sunshine One Call or the underground utility Owners. This information shall be provided to the Project Manager prior to trenching and excavation.

B. Perform all excavation to depths indicated or as specified. During excavation, pile material suitable for backfilling in an orderly manner a sufficient distance from banks of trench to avoid overloading and to prevent slides or cave-ins. Unsuitable backfill material shall be identified and segregated from suitable backfill material and shall be removed from the project site by the Contractor at no expense to the Owner.

C. The bottom of the excavations shall be firm and dry and in all respects acceptable to the Project Manager and Engineer.

D. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by screened gravel fill as required by the Project Manager and Engineer at the Contractor's expense.

E. The length of open trench shall be related closely to the rate of pipe lay. Accurately grade bottom of excavations to provide uniform bearing and support for the item being installed on undisturbed soil at every point along its entire load bearing sections, except for portions of pipe sections where it is necessary to excavate for bell holes and for proper sealing of pipe joints.

F. Where pipe is to be laid directly on the trench bottom, final excavation at the bottom of the trench shall be performed manually, providing a flat bottom true to grade upon undisturbed or slightly disturbed material.

G. Grade area to prevent surface water from flowing into trenches or other excavations, and remove any water accumulating therein by pumping or by other approved methods.

H. Correct areas over excavated in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.

I. Where encountered in trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4 inches. All undercut excavations shall be backfilled and tamped with materials as specified in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.

J. Dig bell holes and depressions for joints after trench bottom has been graded and only of such length, depth, and width as required for properly making particular type of joint, so that pipe rests on prepared bottom for as nearly to its full length as practicable.

K. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and Engineer, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the trench stabilization has been placed to the proper grade. The ends of the filter fabric shall be overlapped prior to placing the pipe.

L. For Public Water Distribution Systems, Force Mains, Sanitary Sewers and Storm Drainage: Provide width of trench, at and below top of the pipe, with a clear space between barrel of pipe and trench wall as required by the pipe manufacturer recommendations. As a minimum, the distance between the pipe barrel and the trench wall shall not be less than 24-inches on both sides. This spacing does not apply to exfiltration trenches and the exfiltration trench width shall be as shown on the project construction drawings. The pipe shall rest firmly on undisturbed soil or pipe bedding material for as nearly to the full length of barrel as proper jointing operations will permit.

M. Electrical Ducts or Cables: Provide trenches for cables or duct of a depth that will provide not less than 2 feet of cover below finished grade. Cut trenches for cables to an over depth of not less than 3 inches. Use select backfill material for not less than 3 inches bedding and 3 inches backfill over cable.

N. Excavation for Appurtenances: Make sufficient excavation for manholes and similar structures to leave at least 18-inches of clearance between their outer surfaces and embankment or timber which may be used to hold and protect banks. Consider any over depth excavation below such appurtenances that has not been directed by Project Manager or Engineer as unauthorized and fill with sand, gravel, or concrete as directed by the Project Manager or Engineer and at expense of Contractor.

O. Do not interfere with 45° bearing splay of foundations.

P. Excavations shall not be left open overnight.

3.4 DISPOSAL OF MATERIALS

A. Excavated material shall be stacked without excessive surcharge on the trench bank or obstructing free access to hydrants and gate valves. Inconvenience to traffic and adjacent property owners/users shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.

B. It is expressly understood that no excavated material shall be removed from the site of the work or disposed of, except as directed by the Project Manager and Engineer. When removal of surplus materials has been approved by the Project Manager and Engineer, dispose of such surplus material in approved designated areas.

C. Should conditions make it impracticable or unsafe to stack material adjacent to the trench, the material shall be hauled and stored at a location provided. When required, it shall be re-handled and used in backfilling the trench.

3.5 OSHA SAFETY COMPLIANCE

A. Description: The use of trench box or other approved means to comply with the Florida Trench Safety Act (Chapter 90-96, Laws of Florida), and OSHA Trench Safety Standards, shall be used where excavation exceeds 5 feet in depth. CS/HB 3183 called for the OSHA revised excavation safety standards (29 C.F.R. S 1926.650, Subpart P) to be the safety standards for work under this section.

B. Requirements: The Contract bid submitted by the Contractor who will perform such excavation shall include:

1. A reference to the trench safety standards that will be in effect during the period of construction.

2. Written assurance that such Contractor will comply with the applicable trench safety standards.

3. A unit price quotation on the appropriate line item identifying the cost of compliance (as established in the Summary of Bid Items).

4. Slope slides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

C. Execution by Contractor

1. The Contractor performing trench excavation shall, as a minimum, comply with the excavation safety standards, which are applicable to this project.

2. Adhere to any special shoring requirements, if any, of the State or other political subdivisions, which may be applicable to such a project.

3. The Contractor shall consider all geotechnical information, including his own site investigation, in his design of the trench safety system he will employ on the project. The Contractor shall submit his design to the Project Manager at the Pre-Construction Conference.

4. Trenches and excavations shall not be left open overnight without the written authorization of the Project Manager. All trenches and excavations within 6-feet of the edge of roadway shall be backfilled and properly compacted or trench-plated by the Contractor. In either case, the Contractor shall place type II lighted barricades and snow fence around the trench/excavation at the end of each working day.

5. Trenches or excavations that reduce the roadway or travel lane width shall be backfilled with suitable sub-grade material and road rock. If the temporary reinstatement is to be in place longer than 48 hours, the roadway shall backfilled and trench-plated by the Contractor. In either case, the Contractor shall place type II lighted barricades adjacent to the roadway impact area(s).

3.6 SHEETING AND BRACING

A. The Contractor shall provide all trench and structural bracing, sheeting, or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed during backfilling operations. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

B. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and backfill.

C. When installing pipe, trench boxes, moveable sheeting, shoring or plates that extend below the mid diameter of the pipe shall be raised to the mid diameter of the pipe before they are moved forward or removed from the excavation. As trench boxes,

moveable sheeting, shoring or plates are raised and moved, suitable backfill material shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side support for the pipe. Refer to Section 02324 BACKFILL for additional information and requirements.

D. The cost for use of trench boxes and/or steel sheeting will be included in the bid items for pipe and structures and shall include full compensation for driving, bracing and later removal of sheeting.

E. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction of other structures, utilities, or property, whether public or private. All voids left after withdrawal of sheeting and/or bracing shall be immediately refilled with suitable backfill materials by ramming with tools especially adapted to that purpose. Compaction and density verification testing is required.

3.7 PROTECTION OR REMOVAL OF UTILITY LINES

A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of his proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that they are fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.

B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of his work.

C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint him with all information and to avoid conflict with existing conditions. Protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.

D. Existing Utility Lines to be Retained: Repair damaged lines that are not shown on drawings, or locations of which are not known to Contractor in sufficient time to avoid further damage.

E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

3.8 BACKFILL

A. Refer to Section 02324 BACKFILL for backfill, compaction and density testing requirements.

3.9 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS.

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180.

C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest. Refer to Section SC01025 MEASUREMENT AND PAYMENT.

D. Frequency of Density Tests: Refer to Section 02324 BACKFILL.

3.10 PROTECTION OF FINISHED WORK

A. Maintain the elevations and contours of berms, ponds and embankments during construction.

B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.11 PAVEMENT, REMOVAL, AND REPLACEMENT

A. Removal: Where it is necessary to cut existing pavement, curbs, gutters, make saw cut with neat, parallel straight lines, at least 2 feet wider than trench width on each side of trench; approved dust control measures shall be implemented by the Contractor when cutting roadways and curbs.

B. Replacement: Replace pavement, curbs and gutters, and sidewalks to same cross section as original, except when otherwise detailed on the project construction drawings, using materials same as original construction. Replace no pavement until trench has been backfilled, compacted and accepted as specified herein.

C. Temporary Surfaces: For temporary road surface, use temporary asphalt (preferred) or crushed stone (to be watered at least 3 times a day including weekends), as approved. One-way traffic must be maintained at all times and street must be fully opened to traffic as quickly as possible. The temporary surface or permanent pavement shall be placed no later than 2 days after the trench backfilling. Completely remove temporary

materials and dispose when permanent pavement is replaced.

* SPECIAL NOTE:

The Owner retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the Owner exercises this option, Contractor shall stockpile the excess material and deliver to the Owner's facility as directed by the Project Manager.

END OF SECTION

SECTION 02322 – DEWATERING AND DRAINAGE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02322) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 120 - Excavating and Embankment
- Section 125 - Excavation for Structures and Pipe
- Section 160 - Stabilizing
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02322) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 STATUTORY REQUIREMENTS

A. Contractor is responsible to obtain and pay for all permits required for temporary dewatering and drainage systems as required by the appropriate authorities having jurisdiction over the work.

B. Original permits shall be prominently displayed on the site prior to constructing dewatering and drainage systems.

1.2 SCOPE OF WORK

A. Furnish, install, operate, monitor, maintain and remove temporary dewatering and drainage systems as required and lower and maintain groundwater levels a minimum of 2 feet below sub-grades of excavations. Continuously maintain excavations free of water, regardless of source, and until backfilled to final grade. Prevent surface water runoff from entering or accumulating in excavations.

B. Furnish the services of a licensed professional engineer registered in the State of Florida, to prepare dewatering and drainage system designs and submittals.

C. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or “on-site” retention ponds that secondarily discharge to these surface water systems.

D. Repair damage caused by dewatering and drainage system operations.

E. Remove temporary dewatering and drainage systems when no longer needed. Restore all disturbed areas.

F. Furnish, install, monitor, maintain and remove groundwater observation wells (piezometers) as specified herein.

1.3 RELATED SECTIONS

A. The pre-design Geotechnical report is being provided for “reference only” and to provide the Contractor with the bore hole locations and general findings of subsurface materials. Refer to Section 02320 TRENCHING AND EXCAVATION for additional clarification.

B. Section SC01010 – Summary of Project

C. Section SC01110 – Environmental Protection Procedures

D. Section SC01025 - Measurement and Payment

E. Section SC01400 - Quality Requirements

F. Section 02300 – Earthwork

G. Section 02320 – Trenching and Excavation

H. Section 02324 – Backfill

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. There is no unit pricing for this work and all on-site dewatering and drainage shall be considered to be incidental to the cost of the associated pay item(s).

B. If identified in the Schedule of Bid Items, the cost of securing a General Water Use Permit from the South Florida Water Management District shall be reimbursed as an Allowance in accordance with Section SC01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

A. Submit, in accordance with Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES the temporary dewatering and drainage system plan and design. At the discretion of the Owner, dewatering and drainage system designs shall be prepared by a licensed professional engineer, registered in the State of Florida, having a minimum of 5 years of professional experience in the design and construction of dewatering and drainage systems. The submittal will be for authorization to make formal permit application to the South Florida Water Management District for the General Water Use Permit. The Contractor shall be

responsible for adequacy and safety of construction means, methods and techniques.

1.6 DEFINITIONS

A. A. Wellpoint: A dewatering system utilizing wellpoints to extract surrounding groundwater in the area of trenching/excavating in order to maintain the operation in a dry condition for preparation of the trench bottom, for pipe laying, placement of bedding material and/or backfill, compaction and density testing.

B. A dry excavation / trench: Shall be defined as the in situ soil moisture content is no more than two percentage points above the optimum moisture content for that general soil.

PART 2 PRODUCTS

2.1 Pump Drivers

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a "quiet-pack" muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest "receiving" property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City's Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor's compliance with the City's Noise Ordinance.

PART 3 EXECUTION

3.1 GENERAL

A. Protection of Property - Contractor shall make an assessment for dewatering induced settlement and shall provide devices or systems, including but not limited to re-injection wells, infiltration trenches and cutoff walls, necessary to prevent damage to existing facilities, completed Work and adjacent facilities.

B. Control surface water and groundwater such that excavation to final grade is made in the dry, and bearing soils are maintained undisturbed. Prevent softening, or instability of, or disturbance to, the sub-grade due to water seepage.

C. Provide protection against flotation for all work.

D. The impact of anticipated subsurface soil/water conditions shall be considered when selecting methods of excavation and temporary dewatering and drainage systems. Through the use of groundwater observation wells (piezometers), where groundwater levels are found not to be at least 2 feet below the proposed bottoms of excavations, a pumped dewatering system is required for pre-drainage of the soils prior to excavation and for maintenance of the lowered groundwater level until construction has been completed to such an extent that the foundation, structure, pipe, conduit, or fill will not be floated or otherwise damaged. Type of dewatering system, spacing of dewatering units and other details of the work are expected to vary with soil/water conditions at a particular location.

E. Wellpoints shall not be set in such a way that undermines or jeopardizes paved areas; if the setting of wellpoints undermines or impacts paved areas, the impacted areas shall be removed and restored equal to or better than their original condition at the expense of the Contractor.

F. Pipe and conduit shall not be installed in water or allowed to be submerged prior to backfilling. Pipe and conduit which becomes submerged shall be removed and the excavation dewatered and restored to proper conditions prior to reinstalling the pipe and conduit

3.2 SURFACE WATER CONTROL

A. Control surface water runoff to prevent flow into excavations. Provide temporary measures such as dikes, ditches and sumps.

3.3 GROUNDWATER OBSERVATION WELLS (PIEZOMETERS)

A. Groundwater observation wells (piezometers) shall be installed for monitoring groundwater levels before and during construction / installation of pipelines, foundations and structures that are below or just above the existing groundwater table. A minimum of one well for every 100 feet of pipeline and two wells at each foundation or structure in locations accepted by the Engineer. Observation wells shall be designed and installed in such a manner as to provide an accurate and reliable indcation of the groundwater levels adjacent to the pipelines, foundations and structures.

B. Each observation well shall be installed in a 2½ inch diameter bore hole extending at least 4-ft below the invert of the pipeline, foundation or structure. Backfill the annular space surrounding the intake and casing with filter sand especially processed for this purpose. Cap the top of the well to prevent infiltration of surface water.

C. Maintain observation wells until pipelines, foundations and structures are backfilled. Observe and record daily the groundwater elevation in each well. Furnish measurements daily to the Project Manager. Periodically verify observation well accuracy by adding water to the well and recording the

drop in level from the time the water was added. Redevelop plugged observation wells to maintain accuracy and reliability of groundwater level indication.

D. Excavation work shall not be performed until the readings obtained from the observation wells indicate that the groundwater has been lowered at least 2 feet below the bottom of the sub-grade within the limits of excavation.

3.4 DISPOSAL OF DRAINAGE WATER

A. All water discharged from temporary dewatering and drainage systems shall be disposed of in accordance with the sedimentation and control plans as specified in Section SC01110 ENVIRONMENTAL PROTECTION PROCEDURES. Existing or new sanitary sewer systems shall not be used to dispose of drainage without written authorization from the Project Manager.

B. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or “on-site” retention ponds that secondarily discharge to these surface water systems.

3.5 DEWATERING

A. All State and local permits associated with dewatering are the responsibility of the Contractor.

B. Dewatering systems shall be designed to allow for localized variations in the depths of the excavations.

C. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding areas. All pumping and drainage shall be done with no damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians and vehicular traffic.

D. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

E. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

F. Dewatering shall be accomplished well enough in advance of excavation to ensure that groundwater is already lowered prior to completing the final excavation to finish grade.

G. Lower and maintain groundwater level a minimum of two (2) feet below bottom of excavation during placement and compaction of bedding material and foundation soils and during placement and compaction of fill and back-fill material.

H. Excavations for foundations and structures shall be maintained in-the-dry for a minimum of 4 days after concrete placement. In no event shall water be allowed to enter an excavation and rise to cause unbalanced pressure on foundations and structures until the concrete or mortar has set at least 24 hours.

I. Dewatering and drainage operations shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the sub-grade at the bottom of the excavation. If the sub-grade becomes disturbed for any reason, the unsuitable sub-grade material shall be removed and replaced with concrete, compacted granular fill, or other approved material to restore the bearing capacity of the sub-grade to its original undisturbed condition at no additional cost to the Owner.

3.6 DAMAGE RESTORATION

A. Damage restoration: The Contractor shall be responsible for any heaving, settlement and/or separation of pavement that results from the dewatering operations. A damage restoration/remediation plan will be required for review and authorization to proceed.

3.7 RESTORATION OF DEWATERING ACTIVITIES

A. As the wellpoints are withdrawn, the locations of the voided areas shall immediately backfilled by jetting approved backfill material into the voids until they are completely filled. These restored wellpoint voids are subject to random density verification testing.

END OF SECTION

SECTION 02324 – BACKFILL

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02324) shall govern the applicable project work that it typically identified in the following FDOT Specification and Standard sections:

- Section 125 - Excavation for Structures and Pipe
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02324) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials

B. Execution

C. Examination

D. Preparation

E. Bedding

F. Backfilling

G. Field Quality Control

H. Compaction

I. Frequency of Tests

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section 02060 – Aggregate Materials

E. Section 02300 – Earthwork

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02371 - Riprap and Rock Lining

I. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 2487-06 – Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. The use of the in-situ material as backfill material shall be considered as incidental to the item installation.

B. Fill Type – Fine Aggregate : By the cubic yard. Includes excavating existing subsoil, supplying fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Structural Fill Type – Course Aggregate : By the cubic yard. Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

D. Concrete (Flowable) Fill: For “areas”, by the cubic yard, and for grout filling of abandoned pipe, by the linear foot. Includes supplying materials, forming, mixing, and placing (and curing where required).

PART 2 PRODUCTS

2.1 FILL MATERIALS - GENERAL

A. All fill material shall be approved by the Project Manager and Engineer. Contractor shall notify the Project Manager and Engineer 1 week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and

sealed proctor test and material classification report for the material to the Project Manager and Engineer.

B. Materials generated from the on-site excavations or imported from an off-site source may be utilized for backfill of pipeline and associated structure excavations provided the materials consist of relatively clean sands or reasonably well graded, relatively clean sand-gravel mixtures that are free of timber, roots, clods, construction demolition debris, rubbish, trash or other deleterious matter. The materials shall have a maximum size of 1 inch, have not more than 10 percent passing the US Standard No. 200 Sieve and contain not more than 2 percent (by weight) of organic matter.

C. Satisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GW, GP, SW, and SP.

D. Unsatisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GC, GM, SC, SM, ML, MH, CL, CH, OL, OH, and PT.

E. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

F. Fine Aggregate shall conform to FDOT Specification 902.

G. Subbase, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than 2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT Specification Section 514.

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect the area to be backfilled to assure that all preceding work activities have been completed and accepted, otherwise, the Contractor will be “at risk” until the preceding work has been accepted by the Project Manager.

3.2 DEFINITION OF BACKFILL ZONES

A. Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 6-inches of the bottom of the pipe.

B. Bedding Zone: The zone above the lowest zone is the Bedding Zone. Usually it will be backfill which is the 6-inches, or the thickness identified on the project construction drawings, of soil below the bottom of the pipe. If the bedding zone has been constructed (vs. undisturbed in-situ material), the Bedding Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

C. Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12-inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe. The Cover Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

D. Top Zone: The Top Zone extends from 12-inches above the top of the pipe to the base or final grade. The Top Zone shall be placed in lifts no greater than 12-inches (compacted thickness).

3.3 BACKFILL FOR PIPELINES

A. LOWEST ZONE

1. When over-excavation is required due to unforeseen site conditions backfill of the over-cut shall have a minimum thickness of 6-inches and shall be manually or mechanically tamped to simulate comparable density to that of the native soils.

B. BEDDING ZONE

1. Excavate pipe trench in accordance with Section 02320 TRENCHING AND EXCAVATION for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

2. If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Bedding Zone materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor where applicable.

3. If required, bedding material shall be placed to provide uniform support along the bottom of the pipe and to place and maintain the pipe at the proper elevation. The initial layer of bedding placed to receive the pipe shall be brought to the grade and dimensions indicated on the project construction drawings. All bedding shall extend the full width of the trench bottom. The pipe shall be placed and brought to grade by tamping the bedding material or by removal of the excess amount of the bedding material under the pipe. Adjustment to grade line shall be made by scrapping away or filling with bedding material. Wedging or blocking up of pipe is not permitted. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.

4. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and Engineer, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the over-excavation has been backfilled, in two (2) 1-foot lifts (as applicable based on the backfill material; structural backfill or FDOT rock). The ends of the filter fabric shall be overlapped prior to placing the pipe.

C. COVER ZONE

1. Haunching: Initial backfill/haunching material shall be carefully placed by hand until one third of the pipe diameter has been covered. The Contractor shall use non-mechanical means to tamp the backfill/haunching material to form unified initial support for the pipe for each lift.

2. After haunching of the pipe, carefully and evenly backfill trenches on all sides with suitable backfill materials and thoroughly and carefully tamped each lift until the backfill material reaches the same elevation as the top of the pipe.

3. If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Cover Zone backfill materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor.

4. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until approved material has been placed and compacted to a level 1-foot over the pipe.

D. TOP ZONE

1. For the remaining lifts of backfill, the material shall be placed in 12-inch lifts and compacted. Compact each layer to a density of 98% of modified proctor in paved areas and 95% of modified proctor in landscaped and open areas.

2. For all non-metallic pipeline installations, detection tape shall be buried 4 to 10-inches beneath the ground surface directly over the top of the utility. Should detection tape need to be installed deeper, the Contractor shall provide 3-inch wide tape. In no case shall detection tape be buried

greater than 20-inches from the finished grade surface. Detection tape shall be appropriately identified based on the specific utility installation.

3.4 FOR STRUCTURES:

A. All structures shall be marked and numbered with gradient lines, by the Contractor, to indicate the required lift thickness.

B. Carefully backfill around all sides in a continuous and progressive manner in lifts no greater that 6-inchs (compacted thickness) with excavated materials approved for backfilling, free from large clods of earth and stones and compact to 98% of modified proctor in all areas.

C. For the sides of the structure where there is pipe penetration, the compacted backfill shall be brought up to a point where the pipe, at the correct invert elevation, is resting on compacted backfill. A bell-hole, extending no further than 1-foot from the structure, may be left around the penetration point for mudding-up around the pipe.

3.5 GENERAL BACKFILL

A. All backfill operations shall be done in the dry. The dry condition shall be maintained during placement, compaction and density testing.

B. As soon as practicable after the pipe has been laid and jointed, backfilling shall begin and thereafter be prosecuted expeditiously.

C. Flooding of backfill (with potable water) will only be permitted when so directed in writing by the Project Manager.

D. Reopen improperly backfilled trenches, or trenches where settlement occurs, to depth required for proper compaction, as determined by the Engineer, then refill and compact, with surface restored to required grade and compaction, mounded over and smoothed off.

E. Backfill open trenches across roadways or other areas to be paved as specified above, backfill entire depth of trench in 6-inch layers, and compact each layer to a density of 98% of modified proctor, so that paving can proceed immediately after backfilling is completed.

F. Grade ground to reasonable uniformity along all other portions of trenches and leave mounding over trenches in a uniform and neat condition, to the satisfaction of Engineer.

G. Except as otherwise indicated, top of all piping and conduit to be 36" below finish grade (keeping project swale development in mind) unless incased in concrete. Concrete encasement to consist of a minimum of 4" thick concrete base slab placed prior to installation of piping or conduit and a minimum 4" thick concrete encasement (sides and top) placed after installation and testing of piping or conduit.

H. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.

2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.

3. Removal of concrete formwork.

4. Removal of trash and debris from excavation.

I. Backfill areas to contours and elevations with approved materials.

J. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet or spongy subgrade surfaces.

K. Place geotextile fabric over Class A-7 material existing prior to placing next lift of fill (if approved).

L. Employ a placement method that does not disturb or damage other work.

M. Maintain optimum moisture content of backfill materials to attain required compaction density.

N. Backfill against supported foundation walls and concrete structures. Do not backfill against unsupported foundation walls.

O. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

P. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.

Q. Make gradual grade changes. Blend slope into level areas.

R. Remove surplus backfill materials from site as directed by the Project Manager and/or Engineer.

S. Leave fill material stockpile areas free of excess fill materials.

T. TOLERANCES:

1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.

2. Top surface of backfill for the creation of or improvements to berms or other stormwater containment earthworks shall be plus 0.10 foot, minus 0.00 foot from required elevations.

3.6 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.7 COMPACTION

A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:

1. Structures, Building Slabs and Steps: 98% of the modified proctor.

2. Pipe Bedding Zone and Cover Zone: 98% of the modified proctor.

3. Driveway aprons, sidewalk sections that form part of a driveway apron, driveways and roadways: As a minimum, compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor. Roadways may require special subgrade stabilization as specified in the project construction drawings.

4. Lawn or Unpaved Areas: From 1-foot above the top of the pipe (Top Zone), 95% of the modified proctor; areas around structures shall be 98% of the modified proctor.

5. Sidewalks and walkways: Compact top 12 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor.

B. All subgrade shall be compacted and tested up to 6-inches from the edge of the pavement (asphalt or concrete). If for specific design reasons and the project construction drawings requires an area greater than 6-inches outside the edge of slab to be compacted and tested, then those more stringent requirements shall take precedence.

C. Frequency of Tests:

1. Pipelines: In Public Right Of Way, swales and under sidewalks, every 100 feet per lift, for driveway aprons each lift, for road crossings each lift in three (3) locations, as directed by Engineer or Project Manager. Additionally, in the event of low production, density verification testing shall be performed on each day's work as directed by the Project Manager or Engineer.

2. In utility easements, every 200 feet per lift.

3. Public Manholes and Structures: Each lift around structure; all sides shall be tested in random order. In addition, the final lift under pipe penetrations shall be tested.

4. Berms: Every 200 feet per lift.

5. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.

D. The Contractor's Test Lab is to "map" all density test results (pass and fail) on the Record Drawings on each day when field tests are performed. Contractor's Testing Lab shall leave a copy of the day's density testing results on site.

E. Contractor is to instruct their Testing Lab to directly mail signed and sealed copies of all Test Reports (Proctor, Density, Water Quality, etc.) to the Project Manager and Engineer on a weekly basis.

END OF SECTION

SECTION 02371 – RIPRAP AND ROCK LINING

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02371) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 530 - Riprap

In the event that this technical specification (02371) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials

B. Placement

1.2 RELATED SECTIONS

A. Section 02630 - Storm Drainage

1.3 REFERENCES

A. Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Riprap: By the cubic yard of riprap area, summing the areas of individual layers, of riprap sacks, rubble or gabions. Includes supply and placing riprap (mix in sacks, moist cured), concrete block, rubble (consisting of broken concrete or stone), or gabions containing stone or broken concrete.

1.5 SUBMITTALS

A. Not Used.

PART 2 PRODUCTS

2.1 MATERIALS

A. Riprap: Provide in accordance with State of Florida DOT (sand-cement, rubble or concrete block); or

B. Riprap: Limestone type; broken stone; solid and nonfriable; 3 inch minimum size, 12 inch maximum size; or

C. Riprap: Broken stone or Irregular shaped rock, 3 inch minimum size, 8 inch maximum size; solid and nonfriable, contained within gabion wire baskets rectangular shaped to form stepped layered installation.

D. Aggregate Type A1: As specified in Section 02060.

E. Bags: Woven jute or Geotextile fabric (woven or non-woven).

F. Binder: Portland cement per FDOT standard specification.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not place riprap bags, concrete blocks, and rubble or gabion baskets over unstable subgrade surfaces.

3.2 PLACEMENT

A. Place geotextile fabric (as called for on the construction plans) over substrate, lap edges and ends.

B. Place riprap at culvert pipe ends, canal protection, and embankment slopes, as indicated on the construction plans.

C. Place bags into position. Knead, ram, or pack filled bags to conform to contour of adjacent material as per construction plans.

D. Place bags or gabions in a staggered pattern. Remove foreign matter from stacked surfaces.

E. Installed Thickness: Refer to construction plans.

F. Place rock evenly and carefully over bagged riprap to minimize voids, do not tear bag fabric, place bags and rock in one consistent operation to preclude disturbance or displacement of substrate.

G. After placement, spray with water to moisten the bagged mix if used. Maintain moist for 24 hours.

END OF SECTION

SECTION 02446 – DIRECTIONAL DRILLING (PIPE 12" OR LESS)

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02446) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 555 – Directional Bore

In the event that this technical specification (02446) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Contractor Qualifications

C. Products

D. Pipelines (Directional Drilling)

E. Directional Drilling Equipment

F. Installation

G. Backfill and Restoration

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02320 – Trenching and Excavation

F. Section 02324 – Backfill

G. Section 02536 – Force Mains

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Pipe by Directional Drilling: By the linear foot. Includes mobilization of equipment, dewatering, excavation of entry, exit recovery pits or any other excavation, steel pipe sleeve material (if required by the project construction drawings), carrier pipe, casing vents (as required), directional drilling operation, backfill, compaction, density testing, grouting casing ends and restraints (if/where necessary).

B. Carrier pipe: By the linear foot. Includes mobilization of equipment, dewatering, carrier pipe, joint restraints, casing spacers and pressure testing.

C. Valves: Refer to Section SC01025, Measurement and Payment.

1.5 SUBMITTALS

A. Shop Drawings: The CONTRACTOR shall submit shop drawings of pipe casing in accordance with the requirements in Section SC01340, Shop Drawings, Work Drawings, and Samples, and the following supplemental requirements as applicable:

1. Subcontractor qualification.

2. Casing installation schedule which includes excavation, pipeline installation, and backfill operations.

3. Material list including diameter, thickness, and class of steel casing.

4. Detailed locations and sizes of all pits.

B. Certifications: The CONTRACTOR shall furnish a certified affidavit of compliance with the specifications for the physical and chemical properties of all steel pipe and other products or materials furnished under this Section of the Specifications.

C. Submit plans and descriptions of the proposed equipment arrangement and installation procedures including a plotted chart of the pipeline installation based on the field located obstructions and utilities prior to commencing the work. Include provisions for any permit requirements or conditions associated with the work.

1.6 CONTRACTOR QUALIFICATIONS

A. Contractor performing the work under this section must be one experienced and regularly engaged in this type of work. At the request of the Engineer, Contractor must supply references of previous work, totaling a minimum of ten (10) years experience. Welding procedures shall be qualified in accordance with AWS D1.1 and welders shall be qualified and certified in the 4G position as specified in AWS D1.1.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, Star Pipe Products from the United States and China, and Tyler Union from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico. If specific items cannot meet this requirement and there is no available USA made product, the contractor shall indicate this as part of their bid. It is the final decision of the CITY if such items will be accepted.

2.2 PIPELINES (DIRECTIONAL DRILLING)

A. Pipe material shall be as manufactured by Performance Pipe, Phillips 66 or other approved equal. In accordance with AWWA C906.SDR 11. DIPS dimensions.

B. The supplied fittings shall be molded from a polyethylene compound having a cell classification equaling or exceeding that of the pipe material. The resin used to manufacturer the fitting shall be of the same type as that used to manufacture the pipe.

C. For additional requirements, refer to Section 02536, Force Mains as applicable.

D. The pipe and fittings shall be manufactured from new resin and shall contain no recycled compounds. The pipe shall be homogenous throughout and be free of visible cracks, holes, foreign inclusions or other deleterious defects; and all piping shall be identical in color, density, melt index, and other physical properties.

E. The polyethylene resin shall be pre-compounded prior to pipe extrusion; in-plant blending is not acceptable.

F. The Engineer may request certified laboratory data to verify the physical properties of the supplied pipe and fittings for polyethylene slip lining, or horizontal directional drills, or may take random material samples and have them tested by an independent laboratory.

G. Failure to comply with the product specifications contained herein will be sufficient cause for rejection of work performed and materials installed under this section. No payment will be made for defective materials and the equipment and labor costs associated with the installation and removal of defective materials.

PART 3 EXECUTION

3.1 EXAMINATION

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

B. Field verify locations and elevations of all utilities and potential obstructions and submit plan and profile of proposed bore path for review by Project Manager and Engineer prior to the commencement of directional boring or jack and bore activities.

C. Verify existing conditions are ready for directional drilling and/or the installation of steel pipe sleeves.

D. Note subsurface irregularities affecting work of this section.

3.2 PREPARATION

A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, and remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

3.3 PIPELINES (DIRECTIONAL DRILLING)

A. Material Handling:

1. Unfused pipe sections shall be stored on clean, level ground. If the pipe is to be stacked for storage, stacking shall be accomplished in strict compliance with the manufacturer’s recommendations. Pipe shall be handled so that it is not damaged; repair of damages caused by improper handling shall be accomplished at no additional cost.

2. Fused pipe lengths shall be handled with nylon slings or other equipment that will not cut or gouge the pipe. The use of spreader bars when lifting long lengths of fused pipe is advised.

B. Pipe Fusion:

1. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. Joining pipe sections shall be accomplished by use of the butt fusion process as recommended by the pipe manufacturer’s representative. The equipment used to accomplish the fusion shall be capable of performing as specified by the pipe manufacturer with regard to temperature, alignment, pressure, and other variables.

2. Joints between plain end pipes and fittings shall be made by butt fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting manufacturer. The Contractor shall ensure that persons making heat fusion joints have received training in the manufacturer's recommended procedure. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12 months before commencing construction and the personnel have performed similar work within three (3) months. External and internal beads shall not be removed.

3. Upon request, the manufacturer shall provide training in the manufacturer's recommended butt fusion and saddle fusion procedures to the Contractor's installation personnel, and to inspectors representing the Utilities Department.

C. Butt Fusion Testing

1. On every day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, and then fusion test straps shall be cut out. The test strap shall be 12 inches (minimum) or 30 times the wall thickness in length with the fusion in the center, and 1 inch (minimum) or 1.5 times the wall thickness in width. Bend the test strap until ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.

D. Mechanical Joining:

1. Polyethylene pipe and fittings may be joined together or to other materials by means of flanged connections (flange adapters and back-up rings) or mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with manufacturer's recommendations, a longitudinal load applied to the mechanical coupling will cause the pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings.

E. Branch Connections:

1. Branch connections to the main shall be made with saddle fittings or tees. Polyethylene saddle fittings shall be saddle fused to the main pipe.

F. Mechanical Joint & Flange Installation:

1. Mechanical joints and flange connections shall be installed in accordance with the manufacturer's recommended procedure. Flange faces shall be centered and aligned to each other before assembling and tightening bolts. In no case shall the flange bolts be used to draw the flanges into alignment. Bolt threads shall be evenly tightened according to the tightening pattern and torque step recommendations of the manufacturer. At least one (1) hour after initial assembly, flange connections shall be re-tightened following the tightening pattern and torque step recommendations of the manufacturer. The final tightening torque shall be 100 ft-lbs or less as recommended by the manufacturer.

3.4 Field Repair:

A. Section of pipe having scratches or gouges, the depth of which exceeds 10 percent of the pipe wall thickness, shall be repaired. Repairing the pipe shall consist of cutting out the damaged section and fusing the undamaged sections together. This process shall be accomplished at no additional cost and in compliance with Paragraph 3.3 of this Section.

3.5 Directional Drilling Equipment:

A. directional drilling system shall be remotely steerable with electronic location capabilities by means of wire line signal from a remote magnetic survey probe located directly behind the cutter head. The system shall be capable of determining drill head location, drill head rotation, drill head angle and magnetic bearing.

B. The drill rig shall be capable of 90,000 pounds of pullback. It shall incorporate the use of a downhole motor (mud motor) and shall employ a fluid-cutting process (high pressure - low volume) utilizing a liquid clay (Bentonite); a clay lining is to remain in the drilled hole for lubrication. The clay fluid is to be totally inert and contain no environmental risk. Mechanical, pneumatic or water jetting methods will be considered unacceptable.

C. A Bentonite recovery system shall be utilized on site. Cuttings recovered from the Bentonite and any unsuitable materials recovered shall be removed from the site and legally disposed of by the Contractor. A

wash pipe shall be used with the drill stem to facilitate Bentonite recovery and recycling.

D. When drilling beneath surface water a vacuum Bentonite evacuation system is to be kept at the site and shall be employed in the event of a soil fracture or other loss of Bentonite to the surface water.

3.6 Preparation

A. Properly anchor the drilling rig and verify operation of equipment and sufficient quantities of materials.

B. Prepare exit hole pit, including any necessary well pointing for dewatering to keep the pit dry throughout the installation operation. Meet all laws, codes, and ordinances and obtain all necessary permits for dewatering.

3.7 Installation

A. Drill a pilot hole complete to the exit hole as indicated on the Construction Drawings.

B. While setting up the drilling equipment and drilling the pilot hole, fuse the HDPE carrier pipe together in lengths indicated on the Construction Drawings or as space allows.

C. Upon completion of the pilot hole, replace the cutting head with a suitable back-ream head, bearing swivel and capped carrier pipe for pullback through the pilot hole.

D. Prepare carrier pipe for connection to pipeline system. Remove and dispose of excess HDPE pipe and fill drill-hole beyond final installed pipeline with Bentonite slurry.

E. In areas where the polyethylene pipe is exposed due to open excavation, the trench shall conform to the pipeline trench detail on the drawings except that the material identified as "hand placed select material" shall be a ratio of 4:1/sand: cement stabilized backfill.

F. Pull the HDPE a minimum of 3% further than the total length of pull to allow for sufficient pipe length for trimming back to final required length once the total length of pipe has stabilized.

G. A surface tracking system shall be for secondary confirmation of the final "As-Built" information.

H. All HDPE pipe to be installed shall be pressure tested and visually inspected prior to installation. Contractor shall consult with the pipe manufacturer and provide the Engineer with their proposed pressure testing method in writing for comments prior to installation. For after installation testing, refer to pressure testing requirements in Section 02536, Force Mains.

I. During installation the Contractor shall continuously monitor and record the following data as a minimum:

- Axial Tension Force
- Insertion Velocity
- Mud Flow circulation & exit rates
- Actual length of pipe installed

J. Precautions shall be taken by the Contractor to avoid pipe buoyancy.

K. The manufacturer's recommendation for maximum bending radii shall not be exceeded during installation.

L. Joints:

All joints of the carrier pipe within the casing shall be restrained in accordance with the specification Sections for the type of pipe material installed.

M. Testing of the Carrier Pipe:

Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe with sand. Hydrostatic testing shall be performed in accordance with Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

3.8 BACKFILL/RESTORATION

Backfill and restoration of surface and subsurface improvements shall be done in concurrence with the work and accordance with the applicable sections of the project construction drawings and Section 02324, Backfill and Section 02960, Restoration of Surface Improvements. Restoration shall be accomplished so that the condition of the original feature(s) is met or exceeded by the restoration. Restoration cost is to be included in the Contract Unit Price of Bid Item No. 8 Surface Restoration and Bid Item No. 9 Milling, and Repaving.

END OF SECTION

SECTION 02447 – JACK & BORE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02447) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 556 Jack and Bore

In the event that this technical specification (02447) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specification and Standard, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Contractor Qualifications

C. Products

D. Pipelines

E. Jack and Bore Equipment

F. Installation

G. Backfill and Restoration

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02320 – Trenching and Excavation

F. Section 02322 – Dewatering and Drainage

G. Section 02324 – Backfill

H. Section 02513 – Public Water & Reclaimed Water Distribution Systems

I. Section 02536 – Force Mains

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Pipe by Jack & Bore: By the linear foot. Includes mobilization of equipment, dewatering, excavation of entry, exit recovery pits or any other excavation, steel pipe sleeve material, jack & bore operation, casing vents, backfill, compaction, density testing and grouting casing ends (as specified on the project construction drawings).

B. Carrier pipe: By the linear foot. Includes mobilization of equipment, dewatering, carrier pipe, joint restraints, stainless steel & polymer casing spacers and pressure testing.

C. Valves: Refer to Section SC01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

A. Shop Drawings: The CONTRACTOR shall submit shop drawings of pipe casing in accordance with the requirements in Section SC01340, SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES, and the following supplemental requirements as applicable:

1. Subcontractor qualification.

2. Casing installation schedule which includes excavation, pipeline installation, and backfill operations.

3. Material list including diameter, thickness, and class of steel casing.

4. Detailed locations and sizes of all jacking or boring and receiving pits.

B. Certifications: The CONTRACTOR shall furnish a certified affidavit of compliance with the specifications for the physical and chemical properties of all steel pipe and other products or materials furnished under this Section of the Specifications.

C. Submit plans and descriptions of the proposed equipment arrangement and installation procedures including a plotted chart of the pipeline installation based on the field located obstructions and utilities prior to commencing the work. Include provisions for any permit requirements or conditions associated with the work.

1.6 CONTRACTOR QUALIFICATIONS

A. Contractor performing the work under this section must be one experienced and regularly engaged in this type of work. At the request of the Engineer, Contractor must supply references of previous work, totaling a minimum of ten (10) years experience. Welding procedures shall be qualified in

accordance with AWS D1.1 and welders shall be qualified and certified in the 4G position as specified in AWS D1.1.

PART 2 PRODUCTS

2.1 All materials are to be MADE IN THE UNITED STATES OF AMERICA. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 STEEL PIPE CASINGS

A. Pipe for casings under roadways, highways and FEC/CSX railroads shall be steel conforming to ANSI/AWWA C200 and ASTM A 283 Grade C (FDOT is ASTM A139 Grade B). Steel casings shall be bituminous coated inside and outside. Casing pipe shall be of the length and size shown on the drawings. The wall thickness shall be in accordance with the project construction drawing detail (G-9).

B. Butt welds shall be full penetration per AWS D1.1 requirements.

C. Stainless steel and polymer casing spacers shall be used for carrier pipe installation through the steel pipe casing. Casing spacers shall be in accordance with the project construction drawing detail.

2.3 RESTRAINED MECHANICAL JOINTS FOR CARRIER PIPE INSTALLATION

A. Self restraining push-on gaskets shall be used inside the sleeves of Jack & Bore installations only where specifically approved by the Project Manager and Engineer.

2.4 RESTRAINED JOINTS OUTSIDE OF SLEEVES

A. The method of restraining pipe-to-pipe joints inside the Jack and Bore sleeves installations shall be EBAA Iron MEGALUG products (or approved equal).

B. Pipe and/or fittings that use metal-to-metal integral restraints such as US Pipe TR-Flex or American Pipe Flex-Ring may be used if approved by the Project Manager and Engineer.

C. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

B. Field verify locations and elevations of all utilities and potential obstructions and submit plan and profile of proposed bore path for review by Project Manager and Engineer prior to the commencement of directional boring or jack and bore activities.

C. Verify existing conditions are ready for the installation of steel pipe sleeves.

D. Note subsurface irregularities affecting work of this section.

3.2 PREPARATION

A. Prepare steel casing pipe ends in accordance with the AWS D1.1 welding procedure specification.

B. Remove scale and dirt on inside and outside before assembly.

3.3 JACK & BORE

A. Roadway, Highway and Railroad Crossing:

All pipe crossings under highways, roadways and railroads shall be installed in accordance with the requirements of the Florida Department of Transportation or the governing authority covering the method and materials of construction. The Contractor will be held responsible for any and all expense such authority incurs in protecting its highway or roadway while pipe are being placed under same and for any damage to the highway or roadway. The Contractor shall arrange with the governing authority's Department of Public Works for proper bracing, shoring, and other necessary protection of the highway or roadway before excavation beneath of any said traveled surface.

B. Control of Alignment and Grade:

The CONTRACTOR shall control the application of the jacking pressure and excavation of materials ahead of the casing as it advances to prevent the casing from becoming earthbound or deviating from the required line and grade. The CONTRACTOR shall restrict the excavation of the materials to the least clearance necessary to prevent binding in order to avoid loss of ground and consequent settlement or possible damage to overlying structures. Allowable grade deviations in horizontal and vertical alignments shall be no greater than 0.2 feet in any direction over the length of one casing pipe and a maximum deviation of 0.5 feet over the entire casing

C. Carrier Pipe Installation:

Carrier pipe shall be installed in the sleeve using stainless steel and polymer supports. Support shall center the pipe in the sleeve. The supports shall be positioned as determined by the pipe manufacturer, support manufacturer or as directed by the Engineer. The casing ends shall be sealed as shown on the project construction drawings.

D. Joints:

All joints of the carrier pipe shall be restrained using the materials as identified in Sections 2.2 and 2.3 above.

E. Testing of the Carrier Pipe:

Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe with sand. Hydrostatic testing shall be performed in accordance with Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

3.4 BACKFILL/RESTORATION

Backfill and restoration of surface and subsurface improvements shall be done in concurrence with the work and accordance with the applicable sections of the project construction drawings and Section 02324 BACKFILL and Section 02960 RESTORATION OF SURFACE IMPROVEMENTS. Restoration shall be accomplished so that the condition of the original feature(s) is met or exceeded by the restoration. Restoration cost is to be included in the unit price of the pipeline installation.

END OF SECTION

SECTION 02513 – PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Products

C. Installation Readiness

D. Installation

E. Connections to Existing Systems

F. Cleaning and Testing

G. PBC HD Clearance

H. Restoration

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02082 – Public Manholes and Structures

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 - Backfill

I. Section 02516 - Disinfection of Water Distribution Systems

J. Section 02740 – Subgrade, Base Course and Asphalt

K. Section 02960 – Restoration of Surface Improvements

L. Section 03300 – Cast-in-Place Concrete

1.3 REFERENCES

A. AWWA C600

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT and Payment.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as a result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop and manufacturer's drawings and catalog cut sheets for all pipe system components. Refer to Section SC01340 – SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Contractor shall prepare and submit to the Project Manager a Flushing, Pressure Testing and Disinfection Phasing Plan prior to the start of the pipe installation.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for requirements.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China, and Tyler Union from United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 DUCTILE IRON PIPE

A. For Aboveground Installation:

Ductile iron pipe for aerial canal crossings installations shall conform to ANSI A21.15 and be flanged. Thickness class shall be Class 350. Flanges shall conform to ANSI A21.15. All pipe supports, clamps and/or cradles shall have a minimum ¼ inch neoprene liner between the pipe and support.

B. For Underground Installation:

1. In general, thickness class shall be Class 350. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI 21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe.

2. Joints shall be push-on rubber gaskets unless identified otherwise in the project construction drawings.

3. Restrained joints shall be as specified in 2.6, Restrained Mechanical Joints.

2.3 POLYVINYLCHORIDE (PVC) PIPE AND FITTINGS

A. Pipe shall be unplasticized polyvinyl chloride (PVC) plastic pipe with integral bell containing a locked-in ring and spigot joints 4-inch through 12-inch.

B. Pipe shall be the requirements of AWWA C900 or C905 "Polyvinyl Chloride (PVC) Pressure Pipe", Class 150 and shall meet the requirements of SDR-18. PVC compound for pipe and fittings shall meet the requirements of ASTM D1784.

C. Fittings shall be DIP of the appropriate and corresponding pressure rating as the main line pipe and as specified in 2.4, Ductile Iron Fittings.

D. Restrained joints shall be as specified in 2.6, Restrained Mechanical Joints.

2.4 DUCTILE IRON FITTINGS

A. Fittings for ductile iron pipe shall be manufactured of ductile iron shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

Fittings shall be compatible with the pipe and designed for 350 psi working pressure. The lining and coating of the fittings shall be as specified for the pipe.

Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

B. Lining Pipe and Fittings:

1. DIP and fittings for water mains and reclaimed water mains shall be cement lined in accordance with ANSI A21.4 (AWWA C104).

C. Exterior Finish:

1. Potable Water and Reclaimed Water Mains: For aboveground installation, the exterior surfaces of pipe and fittings shall be painted BRIGHT WHITE for potable water systems and PANTONE PURPLE for reclaimed water systems with a coating system approved by the Engineer. A three (3)-coat system with a polyurethane topcoat is required.

2. For underground potable water systems, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b) 3, F.A.C., using blue as the predominant color. Underground plastic pipe shall be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall.

3. For underground reclaimed/reuse water systems, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b) 3, F.A.C., using pantone purple as the predominant color. Underground plastic pipe for reclaimed/reuse water systems shall be solid-wall pantone purple pipe, will have a co-extruded pantone purple external skin, or will be white or black pipe with pantone purple stripes incorporated into, or applied to, the pipe wall.

Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe wall, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If paint is used to stripe the pipe during the installation of the pipe, the paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe.

2.5 BALL CORPORATION STOP - UP TO 2 INCHES

A. Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, AWWA inlet threads end, compression transition outlet, with control rod, extension box and valve key. Teflon tape (minimum of two (2) wraps) shall be applied to the threads prior to installation.

2.6 RESTRAINED MECHANICAL JOINTS

A. All pipe-to-pipe, branch connections, valves and all change of direction fittings shall be restrained with EBAA Iron MEGALUG products or approved equal. A second form of restraint, either thrust blocks or tie rods, may be required in certain cases as directed by the Project Manager and Engineer.

B. All valves and change of direction fittings 16" diameter and larger shall have two (2) forms of restraint. The valve and fittings shall have mechanical joints with EBAA Iron MEGALUG products or approved equal, and either thrust blocks or tie rods. If tie-rods are

approved, the tie-rods shall be in a "mid-span" configuration utilizing EBAA Iron products or approved equal.

C. Any line terminated as a construction phase that is a known future extension, shall have a valve placed at the end, and restrained with EBAA Iron MEGALUG products or approved equal to the last two (2) pipe joints.

D. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

2.7 WATER SERVICE

A. The tapping saddle shall be a stainless steal double strap service saddle of the size required with an epoxy coated ductile iron body and AWWA threads. Neoprene gaskets shall be cemented in place.

B. The corporation ball valve, "Y" Branch if necessary, compression by yoke curb stop(s), yoke bar, expansion nut, female iron pipe tail/outlet pieces, lock nuts, meter adapters, washers, and other fittings required to make a complete installation shall be brass as shown on the drawings and the project construction drawings, and as manufactured by the Ford Meter Box Co., or approved equal. Internal pipe and tube sleeves shall be stainless steel.

C. Sleeves under minor highways, residential streets and rural roads may be PVC Sch. 80 as approved by Engineer and Project Manager.

2.8 POLYETHYLENE PIPE AND TUBE

A. Materials used for the manufacture of polyethylene pipe and fittings shall be PE3408 high density polyethylene meeting cell classification 345434C or 345434E per ASTM D3350; and meeting Type III, Class B or Class C, Category 5, Grade P34 per ASTM D1248; shall be listed in the name of the pipe and fitting manufacturer in Plastic Pipe Institute TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73°F. The manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements.

B. Polyethylene pipe shall be manufactured in accordance with ASTM D3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter and AWWA C906 and shall be so marked. Each production lot of pipe shall be tested for (from material or pipe) melt index, density, % carbon, (from pipe) dimensions and ring tensile strength.

C. Polyethylene pipe (PE) shall be Drisco pipe 3408 1", 1½" & 2" or approved equal.

D. All PE pipe shall be color coded to match the water system type; blue for potable water and pantone purple for reclaimed water.

2.9 SERVICE IDENTIFICATION STRIPES

A. Refer to paragraph 2.4.C. above for color-coding requirements.

2.10 MISCELLANEOUS

A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be blue for potable water and pantone purple for reclaimed water. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:

1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).

B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.

C. For the installation of the pipe segments and/or structures where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install BioBarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing a root barrier is considered as an incidental cost.

PART 3 EXECUTION

3.1 INSTALLATION READINESS

A. Prior to the start of underground excavations, Contractor shall examine the project construction drawings and have repair materials on site to effect repairs to all sizes of existing water mains, branch and/or service connections. Typical repair materials include, but are not limited to:

1. Full encirclement repair clamps
2. Fittings (DIP and brass)
3. Poly tubing
4. All-thread

3.2 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.3 PREPARATION

A. When the project drawings indicate, or when it is discovered during the course of the work, that the street or area's sanitary sewer main lines are in front of the properties (and that the new water mains will have to cross), the Contractor shall pothole each sewer lateral prior to beginning installation of the new water mains and provide the individual sewer lateral depths to the Project Manager and the proposed depth of the new water main before beginning water main installation.

B. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, and remove burrs.

C. Remove scale and dirt on inside and outside before assembly.

D. Prepare pipe connections to equipment with flanges or unions.

3.4 INSTALLATION

A. Pipeline Installation:

1. All trenching and excavations associated with the water main and service lines shall conform to the requirements in Technical Specification 02320 – TRENCHING AND EXCAVATION.

2. Installation of potable water pipe and associated fittings shall be in accordance with current AWWA and NSF specifications, and manufacturer's requirements for their particular products. All mains shall have a 36" clear cover to finished grade (keeping in mind the project's swale requirements) with pipe being as level as possible. Any variance will require approval by the Project Manager.

   Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.
   3M full-range markers are required at all fittings and valves. Regardless of pipeline or pipeline component depth, the full-range markers shall be installed no deeper than 8 feet and shall be directly over the fitting or adjacent to the valve.

3. All pipe shall be laid in trenches having a dry and stable bottom. Backfill shall be free of boulders and debris and in accordance with Technical Specification 02324 - BACKFILL. Pipe shall be fully supported along its entire length. Sharp or rocky material encountered in the base shall be replaced with proper bedding. Pipe shall be laid on line and grade as designed.

4. All valves shall be placed according to project construction drawings unless relocation is approved by the Project Manager. After installation, backfill and compaction and where applicable after asphalting, all valves are to be exercised in the presence of the Project Manager and Engineer. As-built drawings shall reflect the actual location of all mains, hydrants, services, and valves. All taps must be at least 18" from fitting or bell. Potable water main shall not be laid in fuel contaminated areas.

5. Clearance of 18" or one pipe diameter, whichever is greater, shall be maintained between all fittings (bells, valves, flanges, etc.).

6. All road crossings, pavement cuttings and restoration shall be in accordance with the requirements of the Owner or Palm Beach County (if project is located in their jurisdiction but within the Department's service area).

7. Generally, joints for ductile iron pipe shall be push-on or mechanical type designed in accordance with ANSI A21.11 (AWWA C111) or ANSI A21.53 (AWWA C153). Joint lubrication shall be as furnished by the manufacturer.

B. Valves

1. Valves shall generally be installed at intervals of no greater than 1,000 LF on transmission mains, at intervals of no greater than 700 LF on main distribution loops and feeders, and on all primary branches connected to these lines. In high-density areas, valves shall be installed to minimize the number of persons affected by a break.

2. In all instances, effectiveness of placement shall be primary criteria in determining valve location. Valves placed in curbs will not be accepted. For potable water, all valve boxes require lids be marked as "Water" and painted BLUE. For reclaimed/reuse water, all valve boxes require lids be marked "Reuse" and painted PANTONE PURPLE.

C. Fire Hydrants

1. Fire hydrants shall be installed with the center of the pumper nozzle approximately 18" – 24" above finished grade. Hydrants shall not be placed in sidewalks or traffic areas. It will be the

responsibility of the Contractor to move hydrants placed in an unacceptable location and provide protection from traffic damage if necessary, upon the Project Manager's request.

2. Fire hydrant branches (from main to hydrant) shall not be less than 6" ID and be as short as possible to minimize any potential for potable water main stub with no flow. Long branch leads will require a second gate valve. Each branch shall be provided with a gate valve located as close as possible to the main.

3. Hydrants shall be located 5 feet to 10 feet from edge of pavement and no less than 6 feet from driveways with pumper discharge nozzle facing the roadway. Hydrants shall be located so as to minimize their vulnerability to traffic. At the direction of the Project Manager, for potential traffic protection, bollards may be required where minimum distances cannot be met.

4. Fire hydrants shall be placed in an accessible, unobstructed location with 5 feet clearance in all directions (except for protective bollards).

5. Fire hydrants shall be painted two (2) coats of “Fire Engine” or “Safety” red in color (field touch-up or re-paint may be required). Valve box lids for fire hydrant or Siamese connections shall be painted RED.

6. Fire Hydrants shall be provided and installed in accordance with the project construction drawings. Newly installed fire hydrants, prior to being put into service, shall be clearly marked as being “OUT OF SERVICE” with signage.

7. For every five (5) new fire hydrants installed, Contractor shall supply one (1) maintenance kit and supplied by the fire hydrant manufacturer.

D. Corrosion Protection:

1. For protection against corrosive soils in those areas designated by the Engineer and Project Manager, ductile iron pipe and fittings shall additionally be enclosed in a polyethylene sheet or tube and each length joined with 2-inch wide polyethylene adhesive tape. The sheet or tube shall be made from polyethylene resin meeting the requirements of ASTM D1248 and shall be Type I, Class C, Category 5, Grade J-3 with minimum carbon black content of 2.5% and 8 mils thickness. The sheet or tube shall be in accordance with the provisions of ANSI A21.5 (AWWA C105). Methods shall be such as to minimize danger to the sheet also be used to repair tears or punctures.

2. Installation of polyethylene encasement shall be in accordance with ANSI A21.5.

E. Service Connections

1. Water service taps on the water main shall be spaced at a minimum distance of 18" apart. All service lines shall be installed in accordance with the details on the project construction drawings. All long-side service connections shall be sleeved. The sleeve is to be installed by jack & bore to avoid open-cuts across roadways for service connections. The minimum diameter of service connection taps shall be 3/4-inch for 1-inch service connections, 1 3/8-inch for 1 1/2-inch service connections and 1 3/4-inch for 2-inch service connections.

2. Service lines, between the corp stop and curb stop shall be one continuous line without any splices or fittings unless specifically authorized by the Project Manager and Engineer.

3. Services shall not exceed 100 feet to the meter. Services crossing under parking tracts shall have their meters placed prior to the crossing so that the Owner is not responsible for these lines.

4. In developments where the property line is not clearly defined (condominiums and commercial), the meter shall be placed in a readily accessible location.

5. Private services shall not cross potable water main. The Contractor shall coordinate the installation of private service lines with location of meters to deliver potable water to the correct multi-family dwelling unit or bay and shall identify each to the Project Manager.

6. Wet taps equal or larger than one half the pipe diameter require a stainless steel full contact saddle with flange and valve.

F. Connection to Existing System:

1. All connections to existing water main shall be made under the direct supervision of the Project Manager. Based on the existing pipe configuration and materials, the Contractor may be required to provide temporary restraints. All connections to existing water mains shall have double valves unless specifically

authorized by the Project Manager. Valves on existing water mains shall be operated by Department personnel or under direct supervision by the Project Manager. Tapping sleeves and their valves shall be pressure tested at 150 psig for 1 hour prior to tapping (entire tapping sleeve shall be bubble tested with a soap solution during the pressure testing).

2. All pipe coupons from tapping sleeve tie-ins shall be saved, labeled and dated by the Contractor and transmitted to the Project Manager.

3. If service must be cut off to existing customers, the Project Manager must have fourteen (14) working days notice to make necessary arrangements. The Contractor shall prepare a Shutdown Request form in accordance with the directions given during the Pre-Construction Meeting.

4. The Contractor shall be ready to proceed with as much material pre-assembled as possible at the site to minimize the length of service interruption. The Project Manager will postpone a service cut-off if the Contractor is not ready to proceed on schedule. Such connections may be made at night to minimize effects. No customer should be without service for more than six (6) hours. Local chlorination, in compliance with ECR II, will be required for all pipe and fittings used to complete connections with potable water.

G. TESTING

Contractor shall prepare a Flushing, Pressure Test, Disinfection and PBC HD Clearance Plan for review and authorization by the Project Manager prior to water main installation. The plan shall include a schematic that indicates swab locations, direction of flush, sample points and affected valves. The PBC HD Clearance requires the Contractor's Pressure Test Report, Disinfection Report, Water Quality Lab Reports and As-Built drawings.

Reclaimed water mains and service connections shall be flushed and pressure tested (per the requirements below) but do NOT require disinfection or PBC HD Clearance.

1. Cleaning and Flushing:

   a. Upon completion of pipe installation, for any section, perform swabbing and cannon flushing in accordance with the Cleaning and Flushing Procedure detail shown on the project construction drawings. The Project Manager must observe the swab being inserted into the line and witness the cleaning and flushing process. The swab is to be one (1) pipe size diameter larger than the pipe being cleaned.

2. Pressure:

   a. Prior to conducting the official pressure test, to be witnessed by the Project Manager and Engineer, the Contractor shall conduct and document a preliminary pressure test meeting all of the following requirements.

   b. Potable water shall be supplied to the main and pumped to the minimum of 155 psi. The water main being tested shall be separated from the supply line or isolated by a double valve arrangement.

   c. The Contractor shall prepare a documented test report 24 hours in advance. Each test identifying, date, time, weather, linear foot of pipe being tested, the piping segment tested (station to station), beginning test pressure and time, ending test pressure and time, amount of "make-up" water and a clear "pass / fail" statement. The test report shall be signed by the Contractor, Engineer and Project Manager. After test acceptance, Contractor shall provide copies of the test report to the Project Manager and Engineer and retain the original test report for inclusion in the Project Record Documents.

   d. Contractor shall provide all necessary equipment such as pumps, gages and water measuring tanks, and all necessary work required for pipe pressure and leakage tests. Make pressure and leakage tests between valves and/or connections for each section being tested, using procedure outlined in ANSI/AWWA C-600.

   e. Test lines at a minimum of 150 psi for no less than two (2) hours and test all fire lines at 200 psi for no less than one (1) hour in accordance with NFPA-24.

f. Allowable leakage not to exceed value derived from following formula:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

L = Allowable leakage (gallon per hour)
S = Length of pipe (feet)
D = Nominal diameter of pipe (inches)
P = Average test pressure (PSIG)

g. Conduct pressure tests with all valves servicing hydrants, services, etc., in open position.

h. All potable water mains shall be pressure tested before bacteriological acceptability.

i. The maximum length of line to be tested as one section will be 2,000 linear feet. The test shall be performed as determined in the current AWWA specification. The standard test duration is two (2) hours. The maximum quantity of water that must be supplied into the tested pipe to maintain pressure within 5 psi of the specified test pressure shall not exceed the applicable AWWA C-600 Standard.

j. Bacteriological testing shall not begin until after the pressure test has been accepted by the Project Manager. Refer to Section 02516 DISINFECTION OF WATER DISTRIBUTION SYSTEM.

H. ABANDONMENT OF EXISTING WATER MAINS

1. Existing water mains shall be abandoned in accordance with the project drawings, including temporary restraints, cutting and capping with masonry plugs or mechanical blind flanges, thrust blocks and grout filled (where required).

I. RESTORATION

1. Restoration shall be concurrent with the water main installation and shall be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

END OF SECTION

(SHUTDOWN REQUEST FORM ON FOLLOWING PAGE)

WATER DISTRIBUTION SYSTEM SHUTDOWN REQUEST FORM
(Must be received by Boynton Beach Utilities 14 working/business days in advance)

THIS SECTION IS TO BE COMPLETED BY THE CONTRACTOR					
Requested By : (Signature)			Accepted By : (Signature)	Boynton Beach Utilities	
Company Name :			Project Name :		
Contractor is to deliver this form to the Utilities Project Manager				**Date/Time Received:**	
Contact			Mobile No. :		
Requested Shutdown Date :		Time :		Duration :	
Highlighted Project Drawing (s) attached : **(Requests for shutdown will NOT be accepted without drawings)**				Number of drawing pages attached :	
Address (Nearest House or Business) :					
Lot No. :			**Block:**		
Name of Development and/or Neighborhood:					
Distribution for "Heads Up" Only (**w/o drawing**): Engineering Division Manager, Water Quality/Lab Supervisor, Water Distribution Supervisor					

THIS SECTION TO BE COMPLETED BY UTILITY LOCATIONS/ENGINEERING DIVISION WITHIN 5 WORKING DAYS					
Boil Water Notice :	YES ☐ NO ☐		Houses Affected :	YES ☐ NO ☐	
No. of Valves to be Shutdown :			Number of Houses:		
Businesses Affected : ☐ YES		Type	Addresses Affected:		
Special Conditions :					
Locates and Pre-Shutdown Completed : ☐ YES ☐ NO		By:		Date :	
After Locations has completed their pre-shutdown and distributed notifications/door hangers, email this form to: Engineering Division Manager, Field Operations Manager, Project Manager, Water Quality/Lab Supervisor, Water Distribution Supervisor, Project Inspector					
Authorized Shutdown Date and Time					
Shutdown Authorized By Project Manager :		Shutdown Date:		Time :	
Upon approval, Project Manager emails this form to: Engineering Division Manager, Field Operations Manager, Water Quality/Lab Supervisor, Water Distribution Supervisor, Project Inspector					

SECTION 02516 – DISINFECTION OF POTABLE WATER DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Project Record Documents

C. Products

D. Execution

E. Field Quality Control

1.2 RELATED SECTIONS

A. Section 02513 – Public Water & Reclaimed Water Distribution Systems

1.3 REFERENCES

A. ANSI/AWWA C651 – AWWA Standard for Disinfecting Water Mains

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. The cost of disinfecting the new water distribution system is considered to be incidental to the installation of the water main.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Contractor shall prepare and submit a Flushing, Pressure Testing, Disinfection and PBC HD Clearance Plan to the Project Manager and Engineer for review and authorization prior to the start of pipeline installation.

1.6 PROJECT RECORD DOCUMENTS

A. Disinfection Report from Contractor shall be signed and dated:

1. Company Name.

2. Type, form and quantity of disinfectant used.

3. Diameters and lengths (in linear feet) of pipe being disinfected.

4. Date and time of disinfectant injection start and time of completion (continuous feed method).

5. Test locations (1 set for every 1,200 lf of pipe, 1 from every branch and 1 from the end of the line).

6. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm and/or mg/l for each outlet tested.

- During the 24 hour disinfection process, Contractor shall operate all inline and branch valves and hydrants.
- At the end of the 24 hour disinfection process the free chlorine residual shall not be less than 25 ppm or 25mg/l.

7. Date and time of flushing start and completion

8. Disinfectant residual after flushing in ppm for each outlet tested.

- At the conclusion of the Contractor's disinfection and flushing process, the Total Chlorine (in ppm) shall be equal to that of the City's potable water system source point.

B. Bacteriological Report:

1. Date issued, project name, and testing laboratory name, address, and telephone number.

2. Time and date of water sample collection.

3. Name of person collecting samples

4. Sample point numbers and test locations.

5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.

6. Coliform bacteria test results for each outlet tested

7. Signed certification that water conforms, or fails to conform, to bacterial standards of the Palm Beach County Health Department.

C. Palm Beach County Health Department release

1.7 REGULATORY REQUIREMENTS

A. Conform to applicable Palm Beach County Health Department rules or regulation for performing the work of this Section.

PART 2 PRODUCTS

2.1 Disinfectant:

A. Liquid chlorine conforming to ANSI/AWWA B301 (100% available chlorine).

B. Sodium hypochlorite conforming to ANSI/AWWA B300 (5% - 15% available chlorine.

C. Calcium hypochlorite conforming to ANSI/AWWA B300 (65% available chlorine by weight).

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that piping system has been cleaned, inspected, and pressure tested.

3.2 EXECUTION

A. Install, clean and flush the water distribution piping system in accordance with the project construction drawings. Refer to Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

B. Pressure test the water distribution piping system in accordance with the project requirements. Refer to Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

C. After successful pressure testing, provide and attach required equipment to perform the work of this Section.

D. Mix (if applicable) and inject treatment disinfectant into piping system.

E. Maintain disinfectant in system for 24 hours.

F. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.

G. Verify disinfection and record results on the Disinfection Report as specified in paragraph 1.6 A above.

H. After receipt of the Palm Beach County Health Department system or partial system release and the service line transfer by the City are completed, Contractor shall remove the temporary sample points and re-install permanent system devices in accordance with the project construction drawings.

3.3 FIELD QUALITY CONTROL

A. The Contractor shall assure the accuracy of the disinfection testing and provide a copy of the Contractor's disinfection report to the Project Manager. In the event of a dispute, the Project Manager will schedule the City's Lab for bacteriological testing.

END OF SECTION

SECTION 02536 – FORCE MAINS

PART 1 GENERAL

1.1 The scope of this technical specification is for traditional, open-cut installation of force mains that are not associated with directional drilling installation. For force mains installed with directional drilling, refer to technical specification 02446 DIRECTIONAL DRILLING.

1.2 SECTION INCLUDES

A. Submittals

B. Products

C. Preparation

D. Installation

E. Cleaning and Flushing

F. Testing

1.3 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02082 – Public Manholes and Structures

G. Section 02320 – Trenching and Excavation

H. Section 02322 – Dewatering and Drainage

I. Section 02324 - Backfill

J. Section 02446 – Directional Drilling

K. Section 02538 - Sanitary Sewer System

L. Section 02740 – Subgrade, Base Course and Asphalt

M. Section 03300 - Cast-In-Place Concrete

1.4 REFERENCES

A. Not used.

1.5 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.6 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES and 02446 DIRECTIONAL DRILLING.

B. Submit shop and manufacturer's drawings and catalog cut sheets for all pipe system components.

1.7 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.8 QUALITY ASSURANCE

A. Conform to applicable Palm Beach County Health Department rules for materials and installation of the work of this section.

PART 2 PRODUCTS

2.1 All materials are to be MADE IN THE UNITED STATES OF AMERICA. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 DUCTILE IRON PIPE

A. For Aboveground Installation:

1. Ductile iron pipe for aerial canal crossings and lift station installations shall conform to ANSI A21.15 and be flanged. The pressure class shall be Class 350 and thickness shall be Special Thickness Class 53. Flanges shall conform to ANSI A21.15. All pipe supports, clamps and/or cradles shall have a 1/2 inch neoprene liner between the pipe and support.

B. For Underground Installation:

1. In general, the pressure class shall be Class 350. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI 21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe.

2. Joints shall be push-on rubber gaskets unless identified otherwise in the project construction drawings.

3. Restrained joints shall be as specified in 2.7, Restrained Mechanical Joints.

2.3 DUCTILE IRON FITTINGS

A. Fittings for ductile iron pipe shall be manufactured of ductile iron shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

Fittings shall be compatible with the pipe and designed for 350 psi working pressure. The lining and coating of the fittings shall be as specified for the pipe.

Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

B. Lining Pipe and Fittings:

1. DIP and fittings for force mains shall be ceramic epoxy lined (millage to be according to manufacturer specification) in accordance with ASTM D1248.

2.4 POLYVINYLCHORIDE (PVC) PIPE AND FITTINGS

A. Pipe shall be unplasticized polyvinyl chloride (PVC) plastic pipe with integral bell containing a locked-in ring and spigot joints 4-inch through 12-inch.

B. Pipe shall be the requirements of AWWA C900 or C905 "Polyvinyl Chloride (PVC) Pressure Pipe", Class 150 and shall meet the requirements of SDR-18. PVC compound for pipe and fittings shall meet the requirements of ASTM D1784.

C. Fittings shall be Class 150 and conform to the requirements of SDR-18, designed to withstand a minimum of 755 PSI quick burst pressure at 73°F, tested in accordance with ASTM D1599. Bells shall be gasketed joint conforming to ASTM D3139 with gaskets conforming to ASTM P477. Ductile iron push on joint or M.J. (conforming to ANSI A21-10, AWWA C110) or ANSI A21.53 (AWWA C153) will be allowed as alternative when PVC sizes are not available. Fittings shall be as manufactured by the Harrington Company, Scepter Mfg. Co., LTD. or approved equal.

2.5 EXTERIOR FINISH

A. For aboveground installation, the exterior surfaces of pipe and fittings shall be sandblasted to SSPC-SP-6 commercial blast requirements and painted with a three (3) coat system. The 1st and 2nd coats shall be epoxy and the 3rd (final) coat shall be polyurethane and colored BEIGE. The coating system shall be manufactured by M.A.B. Paints, Tnemec or an approved equal.

B. For underground installation, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-604.300(8)(a), F.A.C., using GREEN as the predominant color. Ductile iron pipe and fittings for force mains shall have the standard bituminous coat on the exterior with GREEN stripes applied during manufacturing or installation. Underground plastic pipe shall be solid-wall GREEN pipe.

C. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe wall, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If paint is used to stripe the pipe during the installation of the pipe, the paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top and along each side.

2.6 ELECTRONIC MARKERS

A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be green for wastewater. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:

1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).

B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.

2.7 RESTRAINED MECHANICAL JOINTS

A. All pipe-to-pipe, branch connections, valves and all change of direction fittings shall be restrained with EBAA Iron MEGALUG products or approved equal. A second form of restraint, either thrust blocks or EBAA Iron mid-span MEGALUG, may be required in certain cases as directed by the Project Manager and Engineer.

B. All valves and change of direction fittings 16" diameter and larger shall have two (2) forms of restraint. The valve and fittings shall have mechanical joints with EBAA Iron

MEGALUG products or approved equal, and either thrust blocks or tie rods. If tie-rods are approved, the tie-rods shall be in a “mid-span” configuration utilizing EBAA Iron products or approved equal.

C. Any line terminated as a construction phase that is a known future extension, shall have a valve placed at the end, and restrained with EBAA Iron MEGALUG products or approved equal to the last two (2) pipe joints.

D. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

2.8 MISCELLANEOUS

A. For installation of pipe segments and/or structures where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install BioBarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing a BioBarrier is considered as an incidental cost.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.2 PREPARATION

A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare pipe connections to equipment with flanges or unions.

3.3 INSTALLATION - PIPE SYSTEM

A. Installation:

1. Installation of pipe and associated fittings shall be in accordance with current AWWA and NSF specifications, and manufacturer's requirements for their particular products. All mains shall have a 36" clear cover to finished grade (keeping in mind the project’s swale requirements) with pipe being as level as possible. Any variance will require approval by the Project Manager.

2. Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.

   3M Full-Range Markers are required at all fittings and valves. Regardless of pipeline or pipeline component depth, the full-range markers shall be installed no deeper than 8 feet and shall be directly over the fitting or adjacent to the valve.

3. All pipe shall be laid in trenches having a dry and stable bottom. Backfill shall be free of boulders and debris. Pipe shall be fully supported along its entire length. Sharp or rocky material encountered in the base shall be replaced
   with proper bedding. Pipe shall be laid on line and grade as designed.

4. All valves (gate, butterfly, air release, etc.) shall be placed according to plans unless relocation is approved by the Project Manager. As-built drawings shall reflect the actual location of all mains and valves.

   In all instances, effectiveness of placement shall be primary criteria in determining valve location. Valves placed in curbs will not be accepted. For force mains, all valves boxes require lids be marked as "Sewer" and painted GREEN.

5. All road crossings, pavement cuttings and restoration shall be in accordance with the requirements of the City or Palm Beach County (if project is located in their jurisdiction but within the Department's service area).

6. At certain locations restrained joints shall be used in accordance with the details shown on the project construction drawings. Restrained joints shall be special restrained push-on joint with the approved pipe material MEGLUGS (or approved equal). Selection of MEGALUG mechanical joint restraints shall be in accordance with the manufacturer’s requirements.

7. Self restraining push-on gaskets may be used for Jack & Bore installations only where specifically approved by the Project Manager and Engineer.

8. Clearance of 18" or one pipe diameter, whichever is greater, shall be

maintained between all fittings (bells, valves, flanges, etc.).

3.4 CONNECTION TO EXISTING SYSTEM:

A. All connections to existing force mains shall be made under the direct supervision of the Project Manager. Valves on existing force mains shall be operated by Department personnel or under direct supervision by the Project Manager.

B. Prior to connection, the contractor shall verify the structural integrity of the pipeline to be tapped or cut by means of a non-destructive evaluation technique (i.e. ultrasonic). Findings shall be reported and delivered to the Project Manager and Engineer for confirmation of the proposed connection location.

C. All pipe coupons from tapping sleeve tie-ins shall be saved, labeled and dated by the Contractor and transmitted to the Project Manager.

D. Tapping sleeve and valve shall be pressure tested prior to tapping. If service must be cut off to existing customers, the Project Manager must have seven (7) days notice to make necessary notifications. The Contractor may be required to assist in notifications. In this event, Contractor shall be ready to proceed with as much material pre-assembled as possible at the site to minimize the length of service interruption.

The Project Manager will postpone a service cut-off if the contractor is not ready to proceed on schedule. Such connections may be made at night to minimize effects. No customer should be without service for more than six (6) hours.

3.5 CLEANING AND FLUSHING (DOMESTIC WATER):

A. Upon completion of pipe installation, for any section, perform canon flushing and pigging / swabbing in accordance with the detail shown on the project construction drawings. Project Manager and Engineer must observe the pig / swab being inserted in the line and the flushing operation.

3.6 TESTING

A. Pressure:

1. Prior to conducting the official pressure test, to be witnessed by the Project Manager and Engineer, the Contractor shall conduct and document a preliminary pressure test meeting all of the following requirements.

2. All force mains shall be pressure tested. Potable water shall be supplied to the main and pumped to the required pressure of 150 psi. The force main being tested shall be separated from the supply line or isolated by a double valve arrangement.

Allowable leakage shall be one-half of that as determined by the following formula:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

L = Allowable leakage (gallon per hour)
S = Length of pipe (feet)
D = Nominal diameter of pipe (inches)
P = Average test pressure (PSIG)

3. The maximum length of line to be tested as one section will be 2,000 feet. The standard test duration is two (2) hours.

END OF SECTION

SECTION 02538 – SANITARY SEWER SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Products

C. Precast Manholes

D. Sewer Laterals

E. Bedding

F. Installation

G. Inspection and Testing

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01700 – Contract Closeout

C. Section 02060 – Aggregate Materials

D. Section 02082 – Public Manholes and Structures

E. Section 02320 – Trenching and Excavation

F. Section 02322 – Dewatering and Drainage

G. Section 02324 – Backfill

H. Section 02740 – Subgrade, Base Course and Asphalt

I. Section 03300 - Cast-in-Place Concrete

1.3 REFERENCES

A. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe

B. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

C. ASTM C443 - Standard Specifications for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

D. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

E. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe

F. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings

G. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120

H. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS

A. Reinforcing steel, manhole locations, inlet locations, elevations, pipe, conduit, and any weir control structures, sizes and elevations of penetrations.

B. Submit shop drawings for the following:

1. Precast Manhole (including reinforcing and joint), including Frame and Cover.

2. Precast Junction Box and conflict structure.

C. Submit for the various types of pipe and fittings will be specified in the in Part 2 PRODUCTS below.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.7 REGULATORY REQUIREMENTS

A. Conform to applicable Palm Beach County Health Department rules for installation of the Work of this section.

1.8 FIELD MEASUREMENTS

A. Verify that field measurements and elevations are as indicated.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 SEWER PIPE MATERIALS

A. Polyvinyl Chloride (PVC) Pipe

1. C-900 SDR-18

B. Polyvinyl Chloride (PVC) Pipe Fittings

C. DUCTILE IRON PIPE

1. For Underground Installation:

a. In general, thickness class shall be Class 350. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI A21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe". Earth loads to be taken from the standard tables in the manual based on a minimum 150 psi working pressure, trench condition 2, width d + (2 feet) and depth of cover as shown on the profile drawings.

b. Generally, joints for ductile iron pipe shall be push-on or mechanical type designed in accordance with ANSI A21.11 (AWWA C111) or ANSI A21.53 (AWWA C153). Joint lubrication shall be as furnished by the manufacturer.

c. At certain locations restrained joints shall be used in accordance with the details on the project construction drawings as approved by the Project Manager and Engineer.

d. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer.

2. Fittings for ductile iron pipe shall be manufactured of ductile iron and shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153). Fittings shall be compatible with the pipe and designed for 250 psi working pressure. The lining of the fittings shall be as specified for the pipe. Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

3. Lining:

a. Smaller than 4-inches: The interior of ductile iron pipe and fittings 4-inches and smaller, shall be lined with a two-component coal tar epoxy. The lining shall be resistant to fatty oils, detergents, sewage generated hydrogen sulfide, and liquids in a pH range of 1-14. The lining shall be guaranteed against peeling. Lining shall meet the requirements of U.S. Corps of Engineers Specification C-200. Lining shall be applied to a thickness of at least 40 mils, tapering at the pipe ends where it shall be brushed on to at least a 10 mil thickness in the last 2-inches.

b. 4-inches and larger: The interior of ductile iron pipe and fittings 4-inches and larger shall be ceramic epoxy lined (millage to be according to manufacturer specification) Ductile Iron Pipe (DIP). The epoxy coating shall cover the inner surface of the pipe extending from the plain or beveled end to the rear of the gasket socket.

4. Exterior Finish:

a. For underground installation pipe and fittings shall have the standard bituminous coat on the exterior.

5. Corrosion Protection:

a. For protection against corrosive soils in those areas designated by the Project Manager and Engineer, ductile iron pipe and fittings shall additionally be enclosed in a polyethylene sheet or tube and each length joined with 2-inch wide polyethylene adhesive tape. The sheet or tube shall be made from polyethylene resin meeting the requirements of ASTM D1248 and shall be Type I, Class C, Category 5, Grade J-3 with minimum carbon black content of 2.5% and 8 mils thickness. The sheet or tube shall

be in accordance with the provisions of ANSI A21.5 (AWWA C105). Methods shall be such as to minimize danger to the sheet also be used to repair tears or punctures.

b. Installation of polyethylene encasement shall be in accordance with ANSI A21.5.

D. DIP shall be required in the following circumstances:

1. Anytime a wastewater line passes under any other pipe with less than 12" clearance. (No joint within 10 feet of crossing potable/reclaimed water lines).

2. When a wastewater line passes over any potable/reclaimed water main regardless of separation and over the pipe with less than 12" clearance (No joint within 10 feet of crossing potable/reclaimed water lines).

3. When there is less than four (4) feet from finish surface to the invert of the pipe. Four and one half (4.5) feet to invert shall be the standard design depth. Less depth will not be accepted unless it is unavoidable and has prior approval from the Project Manger and Engineer.

4. Any time the wastewater line is separated horizontally (wall to wall) from a potable water main by less than six (6) feet or reclaimed water main by less than three (3) feet.

5. The last run of pipe into a wet well.

6. Inside bore & jack casings (with mechanical / restrained joint).

2.3 PRECAST MANHOLES

A. MANHOLES

1. Materials

a. Concrete: 4,000 psi

b. Reinforcement:

i. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

ii. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

iii. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

c. Flexible Gasket: Ram Neck Seal

d. Sanitary Sewer Manhole Coatings:

iv. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.AGRU Sure-Grip or CHEM-REX ThoRoc.

v. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat red, 2nd coat black. Minimum thickness is 12 – 15 mils per coat or per manufacturer's recommendations.

e. Manhole Brick: ASTM C32-73, Grade MA, 3-hole.

f. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

g. Manhole Frame and Cover: Traffic rated, conforming to U.S. Foundry No. 230-AB-M or approved equal.

h. Manhole frames and covers shall be the Utility Department Standard as shown on the project construction drawings and of such quality and composition as will make the metal of the casing strong and tough and of even grain. They shall be smooth, free from scale, lumps, blisters and sand holes. No plugging or filling will be allowed. The words "SANITARY SEWER" shall be cast in the cover so as to be plainly visible. Frames and covers shall have a protective coating of black paint. All covers shall have a non-penetrating or concealed type pick hole.

2. Construction

a. Manholes shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section.

b. Water stop shall be manhole manufacturer's standard. If the manufacturer does not have a standard, use a 4-inch wide, #10 gauge steel sheet, welded continuous through the joint.

c. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

d. Lifting hooks shall be used throughout. Lift holes will not be allowed.

e. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects, which indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect manholes at the factory.

2.4 SEWER LATERALS AND CLEANOUTS

A. PVC: Refer to the details on the project construction drawings.

2.5 MISCELLANEOUS

A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be green for wastewater. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:

1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).

B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.

C. The installation of the pipe segments and/or structures, where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install Biobarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing the BioBarrier is considered to be an incidental cost.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.2 BEDDING

A. Excavate pipe trench in accordance with Section 02320 TRENCHING AND EXCAVATION for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated. Correct over excavation with fine aggregate.

B. Place bedding material at trench bottom, level materials in continuous layer not exceeding 6 inches compacted depth, compact to 98 percent modified proctor.

C. Backfill around sides and to top of pipe with cover fill, tamp in place and compact to 98 percent modified proctor for 0ne (1) foot above the top of pipe. Once this elevation has been achieved continue backfilling in accordance with Section 02324 BACKFILL.

3.3 INSTALLATION

A. Pipe Installation:

1. Gravity wastewater lines shall be laid accurately to both line and grade. The Project Manager will generally not accept any line laid with a slope varying by more than 10% of its design slope especially for lines laid at minimum gradients. For specific instance the minimum acceptable slope of an 8" line shall be 0.40% if the design called for 0.44%. The design slope shall be 0.40% for replacement of existing lines, but in no case shall a replacement line slope be less than the existing slope. The Project Manager reserves the right to independently verify questionable survey results.

2. Visible leakage deflections, horizontal misalignment, significant bowing, non-constant slopes between manholes and sagging joints shall each be grounds for rejection of lines. Certified verification by televising of line will be required by the Project Manager.

3. The minimum design depth of a PVC gravity wastewater line shall be 4.5 feet to invert. DIP shall be placed for all

lengths with less than 4.5 feet to invert in cases where this cannot be met and prior approval is obtained.

4. Trenches and excavations shall be kept dry while work is in progress. The contractor shall be responsible to ensure that all safety requirements are met. Unsuitable excavated material such as boulders, logs, and other deleterious material shall be removed from the site. The pipe barrel shall be uniformly supported along its entire length on undisturbed soil or bedding material. Proper bedding shall be supplied if the existing material includes rock, organic material, or other sharp or unsuitable material.

5. By-passing of sewage during construction shall be minimized. Wherever it is required to connect to existing facilities or test new treatment facilities after flows have been accepted, the work or tests shall be planned and scheduled so as to allow little or no bypassing of sewage. Such plans and schedule shall be submitted to the Engineer for approval by the proper authority before any bypassing takes place. The Contractor shall NOT intentionally discharge any wastewater into an unlined open trench during repairs or tie-in operations.

6. Where connecting to existing lines, it shall be done at such a time in such a manner to cause the least amount of interruption to the customer services and the handling of any "wet sewers" shall be in accordance with the regulations of the Palm Beach County Health Department.

B. Manhole Installation:

1. Excavations for manholes and other structures shall be over-excavated and plastic filter fabric (Geotextile) of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation. The rock support bed shall be 12-inch thick (or as specified on the project construction drawings) FDOT 57 rock and shall be placed prior to installing the structure. Manholes shall be set according to project construction drawings and shall be precast in accordance with approved shop drawings, specification detail and project construction drawings for this project. The manhole invert shall be carefully shaped to conform to the pipe flow channel. Flow channels within the manholes involving changes of direction or slide slopes shall smoothly direct the flow in accordance with detail drawings. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and water-tight job. Manholes shall be core-drilled to provide pipe opening when precast hole is not available.

2. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3. Brick used for risers, setting frames, and covers shall be 3-hole brick.

C. INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

1. The diameter for the pipe opening shall be 6 inches larger than the outside diameter of the pipe. The pipe shall penetrate the interior wall of the structure a minimum of 2-inches and shall be centered in the opening. After pipe is set, the annular space around the outside of the pipe and the wall of the structure shall be filled with a minimum of one (1) course of 3-hole brick and cement mortar or approved grout mix.

D. Service Lateral Installation

1. Service lines shall be connected to the sewer lines by means of a wye fitting with a branch as shown on the standard drawings. The branch of the wye fitting will be elevated as directed depending on the depth of the sewer and the elevation of the property to be served. Eighth bends shall be used to connect the service line at the wye branch. Service lines shall be installed at such grades as will adequately serve the properties.

2. Service lines shall extend from the sewer main to the property line and be reconnected to the existing building sewer line unless otherwise shown. Service lines shall be 6-inches with adaptors or reducers as required to make the tie in connection.

3. Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.

E. Cleanouts

1. Material to be the same as service line. Configuration to be shown on the project construction drawings. Cleanouts that must be installed in traffic bearing areas require the approval of the Project Manager and Engineer on a case-by-case basis.

When this configuration is approved, cleanouts shall be installed in “mini-manholes”.

2. Establish elevations and pipe inverts for cleanout wye inline connection before installation.

3. All road crossings and pavement cuttings shall be in accordance with the requirements of the City or Palm Beach County (if the project is located in their jurisdiction and within the Department's service area).

3.4 INSPECTION AND TESTING

A. VISUAL INSPECTION:

1. Test for Displacement of Sewers: Sewer mains will be checked by Engineer to determine whether any displacement of pipe has occurred, after trench has been backfilled to 2 feet above pipe and tamped as specified. Light will be flashed between manholes, or, if manholes have not as yet been constructed, between locations of manholes, by means of flashlight or by reflecting sunlight with a mirror. If illuminated interior of pipelines show poor alignment, displaced pipe, or any other defects, remedy as determined by the Engineer, the Contractor shall remedy at their expense.

2. Watertight Construction: It is imperative that all sewers and force mains, manholes, and service connections be built watertight and that the Contractor adhere rigidly to the specifications for material and workmanship. All of the sewage will be pumped for treatment and special care and
3. attention must be given to securing watertight construction.

B. STATIC HEAD PRESSURE TEST:

1. Contractor shall test all sewer lines for infiltration/exfiltration using a static-head pressure test. The maximum allowable leakage shall not exceed 200-gallons/inch pipe diameter per mile per 24-hour period. Once a system or system segment has passed the static head pressure test, the Contractor shall generate a Test Report, signed by the Contractor and Project Manager, for inclusion in the Project Record Documents.

C. Final Inspection:

1. Inspection: Contractor shall clean and perform a T. V. inspection with video tape or DVD recording and log of the sewer line. All repairs shown necessary by the T. V. inspection are to be made, all deposits removed and the sewers left true to line and grade, clean and ready for use.

All inspection costs shall be paid for by the Contractor.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02630) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 425 - Inlets, Manholes, and Junction Boxes
- Section 430 - Pipe Culverts and Storm Sewers
- Section 435 - Structural Plate Pipe and Pipe Arch Culverts
- Section 440 – Underdrains
- Section 901 – Course Aggregate

In the event that this technical specification (02630) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Products

C. Exfiltration Trench

D. Installation

E. Inspection and Testing

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02300 – Earthwork

F. Section 02060 – Aggregate Materials

G. Section 02082 – Public Manholes and Structures

H. Section 02320 – Trenching and Excavation

I. Section 02322 – Dewatering and Drainage

J. Section 02324 - Backfill

K. Section 02371 - Riprap and Rock Lining

L. Section 02740 – Subgrade, Base Course and Asphalt

M. Section 03300 - Cast-in-Place Concrete

1.3 REFERENCES

A. Florida DOT Standard Specifications for Road and Bridge Construction cited at the beginning of this section.

B. AASHTO MP6, ASTM D2412, and/or AASHTO M294 Type S, or M252 Polyethylene piping

C. AASHTO M196 – Standard Specification for Corrugated Aluminum Alloy Culverts and Underdrains

D. ASTM A444/A444M Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process for Storm Sewer and Drainage Pipe

E. ASTM C14 - Standard Specifications for Concrete Sewer, storm Drain, and Culvert Pipe

F. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

G. ASTM C443 - Standard Specifications for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Inlets / Structures – Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES.

B. Submit per Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES shop and manufacturer's drawings and catalog cut sheets for the various pipe, fittings and gaskets as well as FDOT No. 4 and FDOT No. 57 stone and geotextile as identified in Part 2 PRODUCTS below.

1.6 SUBMITTALS FOR PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 INLETS, JUNCTION BOXES, MANHOLES and CONFLICT STRUCTURES

A. Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES.

2.3 Reinforced Concrete Pipe (RCP): The pipe shall conform with the requirements of Table III of ASTM C-76-82b, and to the FDOT Specifications, 2010, Section 430. Bell and spigot with round rubber gasket shall be required. Fittings for RCP shall be of the same strength as the adjoining pipe; tongue-and-groove gasketed joints shall comply with ASTM C-443.

2.4 Corrugated Metal Pipe (CMP): The pipe shall conform to the requirements of AASHTO M-196 with bituminous coating, and with the FDOT Specifications, 2010, Section 943. If aluminum pipe is used (ALCMP), the pipe shall conform with the requirements of AASHTO M-196 and to the FDOT Specifications, 2010, Section 945.

Installation of Corrugated Metal Pipe: All joints on storm sewer pipe shall be made up with either 1/2" neoprene or 1/4" strip sealant gasketed material. All bands shall have the same corrugated design as the pipe. Width of the bands shall be as follows: 12" up to 48" diameter pipe, 24" over 48" diameter pipe.

2.5 High Density Polyethylene Pipe (HDPE): Provide high-density polyethylene smooth interior pipe with annular exterior corrugation. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated. For systems identified as “water tight”, special pipe-to-structure water-stop gaskets are required and must be included in the applicable shop drawing package.

All materials shall comply with AASHTO MP-6, ASTM D 2412, and/or AASHTO M 294, Type S, or M 252. All pipe and fittings shall be as manufactured by Advance Drainage Systems, Inc., "HI-Q" as manufactured by Hancor, Inc., or as approved by the Project Manager.

2.6 EXFILTRATION TRENCH

A. The exfiltration trench (or drainfield) may use either slotted concrete pipe, perforated metal pipe or perforated PVC or HDPE pipe as the distribution conduit within the trench. All perforations / slots shall be in conformance with the applicable FDOT index. Perforated / slotted pipe shall terminate five (5) feet from the inlet / structure with the final five (5) feet of pipe being solid.

B. Trench rock shall be FDOT No. 4 stone washed . The trench shall be lined on all sides with a plastic filter fabric (Geotextile) and shall comply with FDOT Specifications.

1. FDOT No. 4 Stone (naturally occurring material)

a. FDOT No. 4 Stone, specified for exfiltration systems shall be purchased as a “washed” stone. Additionally, after being received on site, the material shall be thoroughly washed again to remove all fines adhearing to the gravels such that the product has not more than 1% by weight passing the US Standard No. 4 Sieve, and not more than 0.1% passing the US Standard No. 40 Sieve. The site stockpiles shall be monitored and tested to assure that the amount of fines is maintained at or below this threshold.

2. FDOT 57 Stone (naturally occurring material)

2.7 OUTFALLS

A. Construct cast-in-place or precast concrete as indicated on the project construction drawings, with reinforced headwall or mitered end section, apron, and tapered sides. Provide rip-rap as indicated to prevent washout from outfall discharge.

2.8 BEDDING AND COVER MATERIALS

A. Refer to Section 02324 BACKFILL

2.9 MISCELLANIOUS

A. The installation of the pipe segments and/or structures, where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install Bio-Barrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing the BioBarrier is considered to be incidental to the cost.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings. Refer to Section 02320 TRENCHING AND EXCAVATION for trench widths.

3.2 INSTALLATION

A. Pipelines:

1. Gravity stormwater lines shall be laid accurately to both line and grade. The Project Manager will generally not accept any line laid with a slope varying by more than 15% of its design slope, especially for lines laid at minimum gradients where scouring velocity cannot be achieved. The Project Manager reserves the right to independently verify questionable as-built survey results. Visible leakage (unless designed for a percolation system), deflections, horizontal misalignment, vertical joint sagging shall be grounds for rejection of the storm lines.

2. As soon as the excavation is complete to normal grade of the bottom of the trench, granular material bedding shall be placed and graded to provide continuous support for the pipe. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. Blocking under the pipe will not be permitted.

3. Pipe joints shall be wrapped with an overlapping layer of geotextile material.

4. Initial backfill shall be placed evenly on each side of the pipe in 6-in lifts and hand tools shall be used where needed to give firm continuous support for the pipe. For pipe diameters that are designated as 24-inch and greater, the initial backfill shall be placed in two (2) lifts to the spring-line of the pipe, each lift thoroughly compacted and density tested. The next section to be backfilled shall be to the top of the pipe, in two (2) lifts, thoroughly compacted and each lift density tested.

5. The final backfill to 3 feet above the pipe shall be placed in 1-ft layers and carefully compacted. The compaction shall be done evenly on each side of the pipe and motorized compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe.

6. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. If trench boxes, moveable sheeting, shoring or plates have been installed below the top of the pipe, they shall be moved slowly taking care not to disturb pipe, bedding or backfill. As trench boxes, moveable sheeting, shoring or plates are moved, pipe backfill shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side support for the pipe.

7. The minimum design depth and the minimum cover of a stormwater line shall be as shown on the project construction drawings. Project Manager prior approval shall be obtained if either of these minimums cannot be met.

8. Trenches and excavations shall be kept dry while work is in progress. The Contractor shall be responsible to ensure that all safety requirements are met. Unsuitable material such as boulders and logs shall be removed from the site. The pipe barrel shall be uniformly supported along its entire length on undisturbed soil or bedding material. Proper bedding shall be supplied if the existing material includes rock, organic material or other sharp or unsuitable material.

9. The backfill, compaction and density information provided above is a general narrative of the process, refer to Section 02324 BACKFILL for specific backfill, compaction and density testing procedures and requirements.

B. INLET / STRUCTURE INSTALLATION (STORMWATER)

1. Structures shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project construction drawings) FDOT No. 4 or FDOT No. 57 stone support bed, wrap and overlap the geotextile and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with anhydrous cement grout on both the inside and outside to make a smooth watertight joint seal.

2. Structures shall be located along the center line of the swale and parallel to

the edge of roadway and/or sidewalk. In the event of a design "bust", final grate elevation shall be 0.10 of a foot lower that the adjacent final grade of the roadway or sidewalk, whichever is lower.

3. Backfill, compaction and density testing shall be in accordance with Section 02324 BACKFILL.

C. INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

1. The diameter for the pipe opening shall be 6 inches larger than the outside diameter of the pipe. The pipe shall penetrate the interior wall of the structure a minimum of 2-inches and shall be centered in the opening. After pipe is set, the annular space around the outside of the pipe and the wall of the structure shall be filled with a minimum of one (1) course of 3-hole brick and cement mortar or approved grout mix. Drainage systems designated as water tight shall have approved gaskets and/or water-stop fittings at all pipe-to-structure joints.

2. If inlet / structure contains a weir or other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design.

D. FRAMES AND COVERS

1. The manhole, inlet and structure frames and covers shall be set firmly in place with 3-hole brick and cement mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1" above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

E. Swales shall be developed and/or improved as shown on the project construction drawings.

3.3 INSPECTION AND PIPE TESTING

A. Testing of all HDPE pipe shall be as follows:

1. Allowable Deflection Test

a. Pipe deflection measured not less than 45 days after the backfill has been completed as specified shall not exceed 5 percent of the pipe's base inside diameter as defined in AASHTO M-294 and as required by FDOT Section 430.

b. Deflection for pipe diameters 36 inches and less shall be measured with a rigid mandrel (Go/No-Go) device cylindrical in shape and constructed with evenly spaced arms or prongs. The dimensions of the mandrel will be field verified by the Engineer. The mandrel shall be hand-pulled through all pipelines. Mandrels used for large diameter pipe need to be modified to be installed within the dimensions of the manhole and manhole openings.

c. Any section of pipe not passing the mandrel shall be uncovered at no additional cost to the Owner and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested.

B. VISUAL INSPECTION:

1. Upon completion of the installations, the system shall be flushed thoroughly to remove dirt and other foreign matter.

2. Storm drainage conduits shall be internally inspected by any combination of the following methods, i.e., confined space entry and physical measurements taken or lamping. The Contractor shall be responsible for providing all necessary actions and equipment for confined space entry. If the internal inspection shows poor pipe alignment, deflected, deformed or displaced pipe, or any other defects, the Contractor at their expense shall correct these defects.

3. At the Project Manager's discretion, portions of or the entire system may be televised by the Utilities Department. If the televised pipelines show poor alignment, deflected, deformed or displaced pipe or any other defects, the Contractor at their expense shall correct these defects.

4. Upon completion of the storm water improvements and corresponding roadway, under the observation of the Project Manager, the Contractor shall utilize either their water truck or City fire hydrants (with Contractor's temporary water meter installed) to thoroughly flood the roadway to verify drainage flow lines.

Correction of incorrect flow lines (not corresponding to the grades and lines shown on the construction plans) and any birdbaths is the responsibility of the Contractor (at their expense).

END OF SECTION

SECTION 02668 – VALVES AND APPURTENANCES

PART 1 – GENERAL

NOTE: THIS SPECIFICATION IS TO BE REVIEWED AND REVISED AS APPROPRIATE BY THE CITY'S DESIGN PROFESSIONAL FOR THE SPECIFIC PROJECT.

1.1 PERFORMANCE

A. Section generally defines Contractors responsibilities unless otherwise indicated, for the following:

1. Gate Valves
2. Butterfly Valves
3. Air Release Valves
4. Valve Boxes

1.2 RELATED SECTIONS

A. All of Division 1.

B. Section 02320 – Trenching and Excavation.

C. Section 02324 – Backfill.

D. Section 02446 – Directional Drilling and Pipe Sleeves

E. Section 02513 – Public Water & Reclaimed Water Distribution Systems

F. Section 02536 – Force Mains

1.3 REFERENCES

A. ANSI/AWWA C104/A21.4 (Latest Revision) - Cement mortar lining for ductile iron pipe and fittings for water and reclaimed water.

B. ANSI/AWWA C110/A21.10 (Latest Revision) - Ductile iron and grey iron fittings 3 inch through 48 inch for water and other liquids.

C. ANSI/AWWA C111/A21.11 (Latest Revision) - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.

D. ANSI/AWWA C600 (Latest Revision) - Installation of ductile iron water mains and appurtenances.

E. ANSI/AWWA C153/A21.53 (Latest Revision) – Ductile Iron Compact Fittings for Water and Reclaimed Services.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Gate Valves:

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary water works service, designation C509, in so far as applicable.

2. Gate valves shall be as manufactured by Mueller, American or approved equal.

3. Buried gate valves shall be non-rising stem type with 2 inch square cast iron wrench nuts.

4. Face to face dimension shall conform to ANSI standard face to face and end to end dimensions of ferrous valves, (ANSI B16.10) for 125-pound cast-iron valves.

5. Hand wheels or chain wheels shall be turned counter clockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.

6. Stuffing box follower bolts shall be of brass and the nuts shall be of bronze.

7. Where required, gate valves shall be provided with a box cast in a slab and a box cover.

8. Box cover opening shall be for valve stem and nut. Valve wrenches and extension stems shall be provided by the manufacturer to actuate the valves.

B. Butterfly Valves:

1. Butterfly valves for water working pressures up to 150 psi shall conform to ANSI/AWWA C504 – Rubber Seated Butterfly Valves, subject to the following requirements. Valves shall be of the size and class indicated and, unless otherwise shown, shall be short-bodied. Flanged valves for interior and exposed piping shall have ANSI 125-lb flanges. Valves for buried services shall have mechanical join body design. Shaft seals shall be designed for use with standard split-V type packing, or other acceptable seal. The interior passage of butterfly valves shall not have any obstructions or stops. The seats shall be positively clamped or bonded into the disc or body of the valve, but cartridge-type seats which rely on a high coefficient of friction for retention shall not be acceptable

2. Manual Actuators: Unless otherwise indicated, all manually-actuated butterfly valves shall be equipped with a 2-inch square actuating nut. Screw-type (traveling nut) actuators will not be

permitted for valves 30-inches in diameter and larger.

3. Worm Gear Actuators: Valves 30-inches and larger, as well as all submerged and buried valves, shall be equipped with worm-gear actuators, lubricated and sealed to prevent entry of dirt or water into the housing.

4. Manufacturers, or Approved Equal shall be per Handbook Exhibit “D”:

5. All exposed butterfly valves shall be installed with a means of removing the complete valve assembly without dismantling the valve or operator.

C. Air Release Valves:

1. The air release valves shall be installed as shown on the drawings and shall be the automatic type.

2. Air release valves shall have a cast iron body, cover and baffle, stainless steel float, bronze water diffuser Buna-N or Viton seat and stainless steel trim.

3. Air release valves shall be provided with a vacuum check to prevent air from re-entering the line.

4. Air release valve fittings shall be threaded.

5. Air release valves shall be per Handbook Exhibit “D”.

6. Air release valve manholes shall be precast concrete and shall conform to ASTM C478 and ASTM C-76, latest revision, Class II, Wall B, Type II Portland Cement, 4,000 psi. Steel reinforcing shall conform to ASTM A 185. Walls shall be 8” minimum. Manholes shall have a minimum 7 day cure time prior to delivery. Any visible reinforcing or honeycombing shall be cause for rejection. The base slab and first ring of the manhole shall be cast monolithically. The minimum diameter of the MH shall be 48” with a 22-¼” frame and cover. The interior of the MH shall be coated with the high solids epoxy compound REZCLAD 125S in strict accordance with the manufacturer's instructions. The exterior of the MH shall be coated with two coats of an approved coal tar epoxy (Koppers 300-M or approved equal). The frame shall have a 30” opening. The cover shall be two piece and shall have the words “POTABLE WATER ARV”, “RECLAIMED WATER ARV” or “FORCE MAIN ARV” (as appropriate) cast into it. Cover and frame shall be US Foundry & Mfg. Corp. Model # 690-AG-M or approved equal. For offset air release valves and/or tangential offset air/vacuum combination valves manholes, use 32” diameter safetely ventilated hinged manhole cover by PAMREX or approved equal.

D. Valve Boxes:

1. All buried valves shall have cast iron two piece valve boxes with cast iron covers.

2. Valve boxes shall be provided with suitable heavy bonnets and will extend to an elevation at or slightly above the finished grade surface as directed by the Engineer.

3. The barrel shall be one or two piece, screw type, having a 5-1/4 inch shaft diameter.

4. Covers shall have “Water”, “Reuse” or "Sewer" cast into the top and shall be painted the corresponding color (blue, pantone purple or green) for the pipe commodity that they are for.

5. All valves shall have actuating nuts extended to within six inches of the top of valve box cover.

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 02730 – MILLING OF EXISTING ASPHALT PAYMENT

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02730) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 327 – Milling of Existing Asphalt Pavement

In the event that this technical specification (02730) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

When milling to improve rideability, an average depth of cut will be specified in the plans.

Unless otherwise specified, the milled material becomes the property of the Contractor.

1.2 REFERENCES

Florida Department of Transportation - Standard Specifications for Road and Bridge Construction (Latest Edition).

PART 2 EQUIPMENT

2.1 MILLING MACHINE

The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the plans and specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be six feet.

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation. For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

PART 3 EXECUTION

3.1 CONSTRUCTION

When milling to improve rideability, the existing pavement shall be removed to the average depth specified in the plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a stringline to ensure maintaining the proper alignment.

The contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut. The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directly by the Engineer.

END OF SECTION

SECTION 02734 – FLOW BYPASS PUMPING

PART 1 – GENERAL

1.1 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Society for Testing and Materials (ASTM): D3350-84, Polyethylene Plastics, Pipe and Fittings Materials.

1.2 SYSTEM DESCRIPTION

A. Performance Requirements:

1. It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the Project. Provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and backup units as required), conduits, and all necessary power to intercept the sewage flow before it reaches the point where it would interfere with the Work, carry it past the Work, and return it to the existing sewer downstream of the Work.

2. Design, install, and operate the temporary pumping system.

3. Convey the sewage safely past this Work area. Do not stop or impede the main flows under any circumstances.

4. Maintain sewer flow around the Work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.

5. Protect water resources, wetlands, and other natural resources.

6. Provide 24 hour/day, 7 days/week monitoring of the bypass pumping system with immediate notification to the Contractor and OWNER of any pumping system problems, and field response by Contractor to correct issues within 1 hr. of notification of a problem.

B. Design Requirements:

1. Provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping, to ensure that the total flow of the sewer and service connections can be safely diverted around the section to be replaced. Bypass pumping system will be required to be operated 24 hours per day 7 days per week, including holidays during bypass pumping operation. The system operating pressure shall be as required to pump into the system.
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2. Install one bypass pump at each pump station or manhole to be bypassed, as required. There shall be one back-up pump ready for immediate use in the event of an emergency or breakdown of any of the pumps. Each pumping location shall have provisions for immediate installation of a redundant pump without shutting the system down.

3. Single discharge piping shall be provided for all bypass pumping operations. Each individual discharge pipeline shall be of adequate size to convey the required flow for the system's normal operating pumps.

4. Provide adequate enclosure around all bypass pumping equipment.

5. To minimize odors, install the discharge piping to within 2 feet of the manhole bottom and provide lockable security covers with an inspection door over all suction and discharge manholes. Covers can be made of ¾-inch plywood, securely fastened over the manholes.

6. Maintain onsite portable lights for emergency use only.

7. Discharge must have an isolation valve and a check valve.

8. Pump station cleanouts shall not be used for bypass pumping.

1.3 SUBMITTALS

A. Shop Drawings: Detailed plans and descriptions outlining all provisions and precautions regarding the handling of existing wastewater flows. This plan must be specific and complete including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to ensure proper protection of the facilities, including protection of public and private property from damage and flooding by surcharging of sewers. The plan must be approved by the OWNER and ENGINEER a minimum of 72 hours prior to the start of by-pass operations. The plan shall include, but not be limited to, details of the following:

1. Staging areas for pumps.

2. Sewer plugging method and types of plugs.

3. Size, material, location and method of installation of suction piping.

4. Size, material, method of installation and location of installation of discharge piping.

5. Bypass pump sizes, capacity, and power requirements.

6. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted).

7. Standby power generator size, location.

8. Downstream discharge plan.

9. Method of protecting discharge manholes or structures from surface water infiltration, erosion, and damage.

10. Thrust and restraint block sizes and locations.

11. Sections showing any suction and discharge pipe depth, embedment, select fill and special backfill where required.

12. Method of noise control for each pump and/or generator.

13. Any temporary pipe supports and anchoring required.

14. Plans for access to bypass pumping locations.

15. Calculations for selection of bypass pumping pipe size.

16. Schedule for installation of and maintenance of bypass pumping lines.

17. Plan indication selected location of bypass pumping line and air valve locations.

18. Inventory of disinfection materials in case of spillage.

19. Description of 24 hr/day, 7 days/week monitoring system and immediate notification to Contractor and OWNER of any pumping system problems.

20. Description of procedures to be used for field response by Contractor to correct issues within 1 hr. of notification of a problem.

21. Locations of all existing utilities.

22. Pre-construction photos and video of the by-pass project area.

B. Quality Control Submittals:

1. Certification of vendor's compliance with qualifications included in Article QUALITY ASSURANCE.

2. Weekly maintenance and inspection logs.

1.4 QUALITY ASSURANCE

A. System operators to be full-time employees or specialized vendor with minimum 1 year experience in operating and maintaining bypass systems.

1. Provide three references from projects of similar size performed in the past 3 years.

B. Be responsible for any spillage of raw sewage that results in civil or criminal charge from any local, state, or federal agency. Bear costs for these charges and any required restoration.

1.5 MAINTENANCE

A. Maintenance Service: Ensure that the temporary pumping system is properly maintained and that a responsible operator is on call at all times when pumps are operating.

B. Extra Materials: Spare parts for pumps and piping shall be kept onsite as necessary. Spare parts shall include, but not be limited to, the following: Extra pipe for each size and repair clamps for each bypass discharge line installed.

C. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

PART 2 – PRODUCTS

2.1 BYPASS PIPING MATERIALS

A. Header Piping: Header piping shall be used to connect the pumps to the discharge piping, if required. The header shall be constructed of rigid pipe with positive, restrained joints or reinforced high pressure hose, with a total maximum length of 50 feet. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Header piping will only be allowed in short sections and by specific permission from the ENGINEER or OWNER.

B. Discharge Piping: Discharge piping shall be used from the connection at the header piping to the discharge point. At the beginning of the Project, all discharge piping shall be new high density polyethylene pressure piping conforming to ASTM D3350 with a minimum SDR of 32.5, or reinforced high pressure hose. Discharge piping may be reused for subsequent flow bypass pumping system placements, however, the

OWNER or ENGINEER at their sole discretion shall have the right to reject sections of discharge piping deemed by either of them to be unserviceable.

2.2 EQUIPMENT

A. All pumps used shall be fully automatic self priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The primary pumps must be electric with diesel powered backup. Pumps can be trailer mounted. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.

B. Provide the necessary stop/start controls and a visual alarm indicating a pump malfunction for each pump.

C. The back-up pumps shall be online, isolated from the primary system by a valve.

D. Incorporate noise prevention measures for any and all equipment being used to insure minimum noise impact on the surrounding areas.

1. Include: hospital grade silencers or mufflers, equipment modifications, and special equipment or sound barrier walls as necessary to limit noise levels below 55 decibels at a distance of 25 feet in the direction of any residential home for all diesel powered back-up pumps. Contractor shall perform a dry run to test actual decibel levels prior to the start of by-pass operations.

2. In the event the CONTRACTOR fails to comply with maximum permissible noise level decibels in the operation of the flow bypass pumping system, the OWNER or ENGINEER may order the CONTRACTOR to stop operation of the flow bypass pumping system until such time as specified noise levels are achieved. The termination of the flow bypass pumping system for such reason shall not be the basis for any extension of Contract time not for any claim for additional compensation.

PART 3 – EXECUTION

3.1 PREPARATION

E. Precautions:

1. Locate any existing utilities in the area selected to locate the bypass pipelines. Locate bypass pipelines to minimize any disturbance to existing utilities and obtain approval of the pipeline locations from OWNER, property owners, all utilities, and the ENGINEER prior to installation.

2. Bypass pump all wastewater flows during all phases of the Work and coordinate all bypass pumping operations with the ENGINEER or OWNER.

3.2 INSTALLATION

A. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of Work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

B. When working inside manholes, exercise caution and comply with combustible or oxygen-deficient atmospheres, confined spaces, and all OSHA requirements.

C. The bypass pipeline should be located off streets, sidewalks, and shoulders of the roads whenever possible. When the bypass pipeline crosses local streets and private driveways, place the bypass pipelines in trenches and cover with temporary pavement or other approved methods. Obtain approvals for placement of the temporary pipeline within public rights-of-ways.

D. Protect the bypass discharge line from damage in the areas of backhoe operations.

E. Confine the bypass discharge pipeline to the area within the temporary construction area and permanent easement, for in-place or during relocation of the pipeline.

3.3 FIELD QUALITY CONTROL

A. Test: Perform a hydrostatic pressure test with clean water for each section of discharge piping with a maximum pressure equal to 1.5 times the maximum operation pressure of the system. The ENGINEER or OWNER shall witness the test to ensure that there are no leaks in the discharge piping prior to actual operation.

B. Monitoring Test: Perform a test of the monitoring system and demonstrate proper notification is sent to the Contractor and OWNER in case of pumping system problems.

C. The Operator shall inspect the bypass pumping system every hour, or on a schedule approved by the ENGINEER or OWNER.

1. An inspection log shall be kept at each pumping location. Each inspection log shall be marked with a time clock stamp to ensure the required maintenance and inspections are being performed.

D. Noise Levels: Contractor shall perform decibel tests every 4 hours around the clock. A log of test results shall be kept at each pumping location.

3.4 CLEANING

A. Sewage remaining in the bypass discharge pipeline and/or pumping equipment shall be flushed with City water and discharged to a working sewer before the bypass pumping system is broken down and moved to the next section. City water service must be protected by use of a backflow preventer.

B. Disturbed Areas: Upon completion of the bypass pumping operation, the contractor shall clean up all areas disturbed by these operations, restoring same to a condition, including pavement restoration, at least equal to that which existed prior to the start of the Work.

END OF SECTION

SECTION 02740 – SUBGRADE, BASE COURSE AND ASPHALT

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02740) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 160 – Stabilizing
- Section 165 - Lime-Treated Subgrade
- Section 200 - Limerock Base
- Section 210 - Reworking Limerock Base
- Section 230 - Limerock Stabilize Base
- Section 250 - Shell Base
- Section 260 - Shell Stabilized Base
- Section 913 – Shell Material
- Section 913A – Shell-Rock Material
- Section 914 – Stabilization Materials
- Section 285 - Optional Base Course
- Section 330 - Hot Bituminous Mixtures - General Construction Requirements
- Section 331 - Type S Asphaltic Concrete
- Section 332 - Type II Asphaltic Concrete
- Section 333 - Type III Asphaltic Concrete
- Section 334 – Superpave Asphalt Concrete
- Section 335 - Sand-Asphalt Hot Mix
- Section 337 - Asphaltic Concrete Friction Courses
- Section 339 - Miscellaneous Asphalt Pavement
- Section 706 – Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
- Section 709 – Traffic Stripes and Markings – Two Reactive Components
- Section 710 – Painting Traffic Stripes
- Section 711 – Thermoplastic Traffic Stripes and Markings

In the event that this technical specification (02740) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, or with specific requirements by the County or FDOT, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Submittals

C. Products

D. Execution including examination, excavation, subgrades and base course

E. Overlay Operations

F. Striping, Reflective Pavement Markers (RPMs) and Roadway Signage

G. Field Quality Control

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01410 – Testing Laboratory Services

E. Section SC01700 – Contract Closeout

F. Section 02060 – Aggregate Materials

G. Section 02322 – Dewatering and Drainage

1.3 REFERENCES

A. The references to "Standard Specifications" shall mean the Florida Department of Transportation Standard Specifications cited above except for those paragraphs referring to Measurement and Payment.

B. AASHTO M216 - Standard Specification for Lime for Soil Stabilization

C. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

D. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction

E. ASTM C977 - Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization

F. TAI - (The Asphalt Institute) - MS-8 Asphalt Paving Manual

G. NLA (National Lime Association) Bulletin 326 - Lime Stabilization Construction Manual

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. The job mix formula including the prime and tack coat, materials (including RPMs), and construction methods shall be submitted to the Engineer for approval before paving begins. Refer to Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES for additional requirements.

B. Rock Record Drawings

1.6 QUALITY ASSURANCE

A. The Contractor will employ a testing laboratory to evaluate the materials delivered to and placed at the site.

B. Certificates of material compliance, signed by material supplier and Contractor, may be submitted in lieu of material testing when acceptable to the Engineer and Project Manager.

1.7 PROJECT CONDITIONS

A. Grade Control: Establish and maintain required lines and elevations.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lime:

1. Lime used as a stabilizing material: ASTM C207 Type N.

B. Limerock Base:

1. Limerock as stabilizing material or base coarse shall be to a compacted depth of at least 8 inches and shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces that will prevent attainment of a smooth pavement surface free from pits and pockets. At the Contractor's option, either Ocala limerock or Miami Oolite limerock may be used, but only one type may be used on this Project.

2. Limerock shall be composed of not less that 70% of carbonates of calcium and magnesium, and not more than 3% of water-sensitive clay mineral.

C. Shell Base:

1. Shell as a stabilizing material or base course shall be to a compacted depth of at least 8 inches and shall be of mollusk family (i.e. oysters, mussels, clams, or cemented coquina). Steamed shell will not be permitted.

2. At least 50% (by weight) of the total material shall be retained on a No. 4 sieve. Not more than 7.5 % (by weight) of the total material passing the No. 200 sieve shall be removed by washing and the remainder shall consist of shell particles, chert and sand.

D. Prime/Tack Coat: The bituminous material to be used for prime/tack coats shall be either Cut-back Asphalt, Grade RC-70 or RC-250, or emulsified asphalt grades as specified in Section 300-2.1 of the "Standard Specifications" and approved by the Engineer. Materials shall conform to "Standard Specifications", Section 916 and the AASHTO requirements specified therein.

E. Asphaltic Concrete Surface Course:

1. Asphaltic concrete surface course Superpave, Type S, S-I, S-II and S-III shall be composed of a mixture of aggregate, mineral filler and asphalt cement. Other types will be considered if not specified on the construction plans. Type should match adjacent existing pavement type if the Project requires restoration and not total resurfacing.

2. The job mix formula, size and percent of aggregates shall be as specified in the "Standard Specifications".

PART 3 EXECUTION

3.1 EXAMINATION

A. Contractor must examine the site conditions and assure themselves that all proceeding construction activities are complete and the area is ready, as applicable, for stabilizing, application of base course and/or asphalt.

B. Paver must examine the areas and conditions under which paving is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Paver.

3.2 EXCAVATION

A. Excavation shall be as required for the subgrade and cross section as shown on the project construction drawings. All suitable materials removed from the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and in such other places as directed by the Engineer. No excavated material shall be wasted without permission and where necessary to waste such material, it shall be disposed of in the locations directed by the Engineer. Muck and other unsuitable material shall be removed and replaced with suitable material. All material used shall be free of stumps, roots, brush, sod, rubbish, rocks or other unsuitable material.

3.3 SUBGRADES

A. Subgrade construction shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the paving or base course, to a surface conforming to the grades, lines and cross sections shown on the drawings, of uniform density, ready to receive the base course. The entire subgrade in both cuts and fills shall be thoroughly plowed and mixed to a depth of at least 12 inches below grade.

B. The limits of the roadbed included in the designation of subgrade shall be as shown in

the profile shown on the project construction drawings. The lines and grades shall be established by the Contractor as shown on the drawings and shall be maintained by means of grade stakes placed in lines parallel to the centerline of the area to be paved and spaces so that string lines may be stretched between the stakes.

C. At least 6 inches (loose measurement) of a suitable commercial stabilizing material shall be mixed into the subgrade for stabilization in accordance with the "Standard Specifications", Section 160 and 230. The Florida Bearing Value (FBV) shall be 75 pounds. Density tests will be paid for by Contractor except for additional tests requested by the Project Manager and/or Engineer.

D. After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.4 BASE COURSE

A. Limerock or Shell:

1. Base material shall be dumped on the end of the preceding spread without dumping or hauling directly on the sub-grade. Equipment for spreading and grading shall be as specified in Section 200 and 250 of the "Standard Specifications". After the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross section after compaction. Water shall be added as required to obtain the specified density.

B. If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade, and replace the materials removed with clean base material which shall be shaped and compacted as specified above.

C. The completed base course shall be thoroughly cured before the prime coat or wearing surface is laid. The prime coat shall be applied only when the moisture content of the base does not exceed 90% of the optimum moisture for the base material. The Contractor shall maintain the base course to a true and satisfactory surface until the first lift of asphalt is laid.

D. After completion of compaction, the surface of the base course shall be checked with a template cut to the required crown, and the thickness shall be checked by borings. Any surface irregularities in excess of 1/4 inch or any deficient thickness shall be corrected by scarifying and adding material after which the entire area shall be re-compacted and examined.

3.5 SURFACE PREPARATION

A. Overlay Operations

1. Mill all keyways and areas as shown on the project construction drawings.

2. Remove all loose material from existing asphalt surface immediately before applying prime coat.

3. Tack Coat: Apply at the rate of 0.02 to 0.08 gallon per sq. yd., over existing asphalt surface. Application of tack coat shall be immediately before overlay operations.

B. Roadway Construction

1. Proof roll prepared base course surface to check for unstable areas and areas requiring additional compaction.

2. Remove all loose material from compacted base surface immediately before applying prime coat.

3. Prime Coat: Apply at the rate of 0.35 to 0.40 gallon per sq. yd., over compacted base course. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure. Unless approved by the Project Manager, application of prime coat shall be within 48 hours of the asphalting operations.

3.6 PLACING ASPHALT

A. General

1. Lay all asphalt, including leveling course, other than adjacent to curb and gutter or other true edges, by the string line method to obtain an accurate, uniform alignment of the pavement edge.

For overlay operations only, an alternative to the initial string line method would be to apply the asphalt overlay, survey and mark the roadway centerline, measure lane width on each side of centerline then string line and saw-cut the edge to match the existing in order to obtain an accurate, uniform alignment of the pavement edge. In no case shall the asphalt overlay material “overhang” the edge of the existing roadway.

2. Place asphalt mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to

required grade, cross-section and compacted thickness.

3. Follow "Standard Specification" Section 330 for general construction of the surface course as applicable to this project.

B. Joints:

1. Make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work.

2. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

C. Protection:

1. Immediately after placement, protect pavement from mechanical injury for sufficient time necessary or until surface temperature is less than 140°F.

2. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

3.7 STRIPING (TEMPORARY AND PERMANENT) RAISED PAVEMENT MARKINGS AND SIGNAGE

A. Once the asphalt has been placed and has achieved its maximum degree of hardness, Contractor shall apply temporary STOP BARS and striping as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356).

B. Depending on the chemistry of the thermostripping material, after the final asphalt placement, permanent striping and RPMs shall be applied as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356). For sanitary and force main ARV manholes located within the grassed right of way (ROW) or swale, green RPMs shall be placed near the center of the roadway on the corresponding side of the yellow line. For sanitary and force main ARV manholes located in the rear easement, green RPMs shall be placed near the corresponding edge of the roadway. Blue RPMs shall be placed in the center on the nearest travel lane directly in front of all fire hydrants.

C. Roadway signage shall be as specified on the project construction drawings or in the applicable FDOT Index. Street terminations shall be signed as specified in FDOT Index 17349

3.8 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest. In general, the re-test locations shall be as specified in FDOT Standard Specification 125.

D. Roadway Subgrade Compaction:

1. As a minimum, the top 12-inches of the roadway subgrade shall be compacted to 98% of the modified proctor. Some roadways may require special subgrade stabilization, i.e., LBR 40 or as otherwise specified in the project construction drawings. When special subgrade stabilization is required by the project construction drawings, those requirements shall be superior to this specification requirement.

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

E. Roadway Base Course Compaction:

1. Compaction shall be by rolling with a combination of steel wheel and rubber tired rollers until 98% of the maximum density is reached as tested under AASHTO Method T-180. Compaction and finishing shall be in accord with single course base requirements of Paragraph 200-6 AND 250-7 of the "Standard Specifications".

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

F. Asphalt Testing/Verification: Test the in-place asphalt courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Engineer.

G. Thickness: The compacted thickness of the base or surface courses shall be not less than that shown on the project construction drawings.

H. Surface Smoothness:

1. Test finished surface of each asphalt course for smoothness, using 15 foot

straightedge applied parallel with the centerline of paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.

a. Base Course Surface: 1/4 inch

b. Wear Course and Overlay Surface: 1/8 inch

2. Check surfaced areas at intervals as directed by the Engineer

3. Using the Contractors water truck or metered fire hydrant, Contractor shall flood the finished roadway to verify water coursing and flow line. Any ponding or “bird baths” will be cause for rejection.

END OF SECTION

SECTION 02821 – CHAIN LINK FENCES AND GATES

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02821) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 550 - Fencing, Design Standard Index Number 452 (Type B) and Design Standard Index Number 453 (Slide Gate)

In the event that this technical specification (02821) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Submittals

C. Products

D. Execution

E. Erection Tolerances

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01400 – Quality Requirements

C. Section 03300 - Cast-In-Place Concrete

1.3 REFERENCES

A. ASTM A116 - Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric

B. ASTM A121 - Standard Specification for Zinc-Coated (Galvanized) Steel Barbed Wire

C. ASTM A123 - Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products

D. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

E. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric

F. ASTM A428 - Standard Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles

G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Annealed) by the Hot-Dip Process

H. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain Link Fence Fabric

I. ASTM A585 - Standard Specification for Aluminum Coated Steel Barbed Wire

J. ASTM C94 - Standard Specification for Ready-mixed Concrete

K. ASTM F567 - Standard Practice for Installation of Chain-Link Fence

L. ASTM F668 - Standard Specification for Poly (Vinyl Chloride) (PVC) Coated Steel Chain Link Fence Fabric

M. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework

N. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

O. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Fencing: By the linear foot, to the fence height specified, based on the specified post spacing. Includes posts, rails, tension bars, tension wire, truss rod, fabric, accessories and attachments.

B. Gates: Each specified type. Includes frame posts, fabric, accessories (latch and hold-backs), and hardware.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.

B. Refer to Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

1.6 SUBMITTALS FOR CLOSEOUT

A. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

PART 2 PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. Unless specifically authorized by the Project Manager in writing, all fencing material/components (except barbed wire) shall be black PVC coated; chain link fabric (core wire) shall be No. 9 gage. Refer to FDOT Design Standard Index No. 452 for additional requirements.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install framework, fabric, accessories and gates in accordance with ASTM F567.

B. Place fabric on outside of posts and rails.

C. Set intermediate, terminal, gate, and corner posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.

D. Line Post Footing Depth Below Finish Grade: ASTM F567.

E. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567.

F. Brace each gate and corner post to adjacent line post with horizontal center brace rail [and diagonal truss rods]. Install brace rail one bay from end and gate posts.

G. Provide top rail through line post tops and splice with 6-inch long rail sleeves.

H. Install center and bottom brace rail on corner gate leaves.

I. Do not stretch fabric until concrete foundation has cured to 28 days concrete strength.

J. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.

K. Position bottom of fabric 2 inches above finished grade.

L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.

M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

N. Install bottom tension wire stretched taut between terminal posts.

O. Install support arms sloped outward and attach barbed wire; tension and secure (if called for on the project construction drawings).

P. Do not attach the hinged side of gate from building wall; provide gate posts.

Q. Install gate with fabric and barbed wire overhang (if called for on the project construction drawings) to match fence. Install three hinges per leaf, latch, catches, drop bolt retainer, locking clamp and holdbacks.

3.2 ERECTION TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch.

B. Maximum Offset From True Position: 1 inch.

C. Components shall not infringe adjacent property lines.

END OF SECTION

SECTION 02841 – GUARDRAIL

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02841) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 536 – Guardrail
- Section 538 - Resetting Guardrail, and Design Standard Index Numbers 400 and 401

In the event that this technical specification (02841) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Products

C. Execution

D. Erection Tolerances

1.2 RELATED SECTIONS

A. Section 02324 - Backfill

B. Section SC01400 – Quality Requirements

C. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

A. AASHTO M180 - Standard Specification for Corrugated Sheet Steel Beams for Highway Guardrail

B. ASTM A123 - Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products

C. ASTM A36 - Standard Specification for Structural Steel

D. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

E. ASTM A428 - Standard Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles

F. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes

G. AWPA C14 - Wood for Highway Construction - Preservative Treatment

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Guardrail:

1. Basis of Measurement: By the linear foot

2. Basis of Payment: Includes removal of existing guardrail (as required), supply and installation of rail, posts (wood or steel, as shown on the project construction drawings), excavating, compacting, concrete (if required), miscellaneous asphalt, end closures, finished, complete and accepted.

B. End Anchorage Assemblies:

1. Basis of Measurement: Each

2. Basis of Payment: Includes removal of existing assemblies (as required), supply and installation of end anchorage assemblies, posts (wood or steel, as shown on the project construction drawings), excavation, compaction and concrete (if required), miscellaneous asphalt, end closures, finished, complete and accepted.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***.

2.2 MATERIALS

A. Guardrail Beam: AASHTO M180 for either Class A or B Type 2 zinc coating; W profile; rolled steel sections, die punched bolt holes for site assembly and attachment to posts, formed steel curved terminating sections.

B. Posts: Wood or Steel (as specified on the project construction drawings) in accordance with FDOT Index 400.

C. End Anchorage Assembly: As specified on the project construction drawings in accordance with FDOT Index 400.

2.3 ACCESSORIES

A. Hardware: Steel, bolts, nuts and washers to suit rail profile.

2.4 FINISHES

A. Components: Galvanized to ANSI/ASTM A123; 2.0 oz/sq ft coating

B. Hardware: Galvanized to ASTM A153, 2.0 oz/sq ft. coating

PART 3 EXECUTION

3.1 INSTALLATION

A. Install rails and posts and accessories in accordance with FDOT Standard Drawing Index.

B. Set posts plumb to correct elevations.

C. Attach rails securely to posts with anchoring hardware.

3.2 ERECTION TOLERANCES

A. Posts - Maximum Variation from Plumb: 1/2 inch

B. Rail - Maximum Offset from True Position: 1 inch

C. Rail - Maximum Variation from True Height: 1/2 inch

D. Components shall not infringe adjacent property lines

END OF SECTION

SECTION 02924 – SEED, MULCH AND FERTILIZER

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02924) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 570 - Grassing (by Seeding)
- Section 580 – Landscape Installation

In the event that this technical specification (02924) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work consists of establishing a stand of grass on slopes, shoulders, lawns, and other areas by seeding as shown on the drawings. Also included is mulching, placement of an erosion control blanket, fertilizing, watering and maintenance as required to produce a healthy stand of grass.

The phrase “grassing or sodding” in Section SC01025 MEASUREMENT AND PAYMENT is a generic use of terms that can be applied to a wide variety of field applications such as for a cross-country pipeline corridor (grassing), a pipeline corridor through a park (sodding) and the pipeline corridor in or impacting the neighborhood swales (sodding).

Grassed areas apply to, but are not limited to applications such as bottoms of dry retention ponds, cross-country pipeline corridors, possibly lay down yards (depending on the Contractor agreement with the property owner) and other large and/or expansive areas.

Sodded areas apply to, but are not limited to applications such as neighborhood swales, the sloped sides of a dry and/or wet retention ponds and embankments.

B. Preparation of subsoil and placing topsoil

C. Seeding, mulching and fertilizer

D. Maintenance

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02300 - Earthwork

E. Section 02925 - Sodding

F. Section 02930 – Exterior Plants

G. Section 02906 – Restoration of Surface Improvements

1.3 REFERENCES

A. FS O-F-241 - Fertilizers, Mixed, Commercial

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Seeded Areas:

1. Basis of Measurement: By the square yard

2. Basis of Payment: Includes preparation of subsoil, seeding, fertilizing, watering and maintenance to specified time limit.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Submit certifications and data sheets on all products and materials prior to delivery to site. Refer to Part 2 PRODUCTS for specific products and materials.

1.6 DEFINITIONS

A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.7 QUALITY ASSURANCE/GUARANTEE

A. All seeded areas shall be guaranteed for twelve months after date of final acceptance.

B. Replacement of seeded areas that have not produced a well established stand of grass: Any seeded areas showing indication of probable non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be reseeded within 21 days of notice from Project Manager or Engineer. All replacement seeding shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for twelve months. All replacements shall meet original specifications.

C. The Contractor will notify the Project Manager and Engineer ten days prior to the end of the

guarantee period and such guarantee shall be extended until notification is received.

D. At the end of the guarantee period, all seeded areas that are dead or with unsatisfactory growth shall be replaced within two weeks.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site in accordance to suppliers recommendations.

B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

C. Deliver fertilized in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.1 MATERIALS

A. Seed:

1. The seed shall meet the tolerance for germination and purity in accordance with the U.S. Department of Agriculture Rules and Regulations under the latest edition of the Federal Seed Act. Seed shall be mixed by the dealer and shall be delivered to the site in sealed containers that shall bear the Dealer's guaranteed analysis.

2. Grass seed shall be a mixture of 20 parts of Bermuda seed and 80 parts of Argentine Bahia. The separate types of seed used shall be thoroughly dry mixed immediately before sowing. Seed that has become wet shall not be used.

3. The Bermuda seed shall be an equal mixture of hulled and unhulled seed. The Argentine Bahia seed shall be scarified seed, having a minimum active germination of 40% and a total germination of 85%. All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the engineer before being sown.

B. Mulch:

1. Dry Mulch: The mulch material used shall normally be dry mulch. Dry mulch shall be straw or hay, consisting of oat, rye or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass hay. Only mulch that has not deteriorated and can be readily cut into the soil shall be used.

2. Green Mulch: Green mulch shall consist of live coastal Bermuda, or other approved type of grass, and shall be free from weeds and obnoxious or undesirable grasses. No green mulch, which in the Landscape Architect's opinion, has been allowed to become sufficiently dry as to lose its growth producing benefits, will be allowed to be used. In the event that the subsequent stand of grass is found to be contaminated with weeds or other obnoxious or undesirable growth, it can be determined that such growth was introduced with the green mulch, then the Contractor will be required to effectively eliminate such undesirable growth at his own expense.

3. Wood Fiber Mulch:

a. Conwed Hydro Mulch Fibers
b. Conwed Hydro Mulch 2000 Fibers

C. Erosion Control Blanket:

1. Blanket shall be C125 as manufactured by North American Green, or equivalent.

2. Blanket shall be consistent thickness with organic fiber evenly distributed over the entire area of the mat.

3. Mat shall be made of coconut fiber or other slow degrading organic fiber.

4. Blanket shall have support netting made of UV stabilized material.

5. Blanket shall be sewn with synthetic thread to bind together fiber and netting.

6. Blanket shall be placed and staked into place at locations designated by Drawings.

D. Commercial Fertilizer:

1. Commercial fertilizer shall comply with the state fertilizer laws.

2. The numeral designations for fertilizer indicate the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid and (3) water soluble potash, contained in the fertilizer.

3. The chemical designation of the fertilizer shall be 15-5-15. At least 50% of the phosphoric acid shall be from normal super phosphate or an equivalent source, which will provide a minimum of two units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container.

E. Water for Seeding:

1. The water used in the seeding operations may be obtained from any approved spring, canal, pond, lake, stream, or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance, which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

2.2 EQUIPMENT

A. Fertilizer Spreader: The device for spreading fertilizer shall be capable of uniformly distributing the material at the specified rate.

B. Seed Spreader: The seed spreader shall be an approved mechanical hand spreader or other approved type of spreader.

C. Equipment for Cutting Mulch into Soil: The mulching equipment shall be capable of cutting the specified materials uniformly into the soil and to the required controlled depth. Harrows will not be allowed.

D. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

E. Hydraulic Mulcher: The mulch shall be mixed in standard hydraulic equipment to form a homogenous slurry. The equipment shall be capable of spraying the slurry, under pressure, uniformly over the soil surface at the material application rate indicated. A continuous agitation system that keeps all material in uniform suspension throughout the mixing and distribution cycles is required.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.2 PREPARATION OF AREA

A. Preparation of Area to be Seeded: The ground to be seeded shall be prepared by disc harrowing and thoroughly pulverizing the soil to a depth of four (4) inches. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots and other materials that will interfere with the work and subsequent mowing and maintenance operations. Hand picking may be required.

B. Soil Analysis: Before applying fertilizer, the soil pH shall be brought to a range of 6.0 - 7.0.

3.3 APPLICATION

A. General:

1. Weather Limitations: Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour. Seed shall be sown only when the soil is moist and in proper condition to induce growth. No seeding shall be done when the ground is unduly wet, or otherwise not in a tillable condition.

2. Sequence of Operations: The several operations involved in the work shall proceed in the following sequence: Preparation and fertilizing of the ground, seeding, spreading of mulch, cutting-in of mulch and rolling.

B. Fertilizing:

1. The fertilizer shall be spread uniformly at the rate of 500 pounds per acre, or 11.5 pounds/1000 square feet by a spreading device capable of uniformly distributing the material at the specified rate. Immediately after spreading, the fertilizer shall be mixed with the soil to a depth of approximately four (4) inches.

2. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of two (2) inches.

3. Where fertilizer is applied hydraulically, it need not be worked into the soil.

C. Seeding:

1. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area at a rate of 200 pounds per acre, or 4.5 pounds per 1000 square feet.

2. When so directed by the Engineer, seed of an approved quick growing species of grass, such as rye, Italian rye, millet or other cereal grass, shall be spread at a rate of 30 pounds per acre in conjunction with the permanent type seed mixture.

3. Seed may be applied hydraulically, but not in the mulch slurry.

D. Mulching:

1. Approximately two (2) inches, loose thickness, of the mulch material shall be applied uniformly over the seeded areas, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulched thickness of three (3) inches to four (4) inches. Care shall be exercised that the materials are not cut too deeply into the soil.

2. When green mulch is used, it shall be incorporated into the soil not later than two (2) days after being cut and no artificial watering of the mulch shall be done before it is applied.

3. On steep slopes, the mulch material shall be applied and, in lieu of being cut into the soil, shall be anchored down. Anchoring shall be done be either of the following methods.

   a. Placing a layer of soil, approximately two (2) inches thick by nine (9) inches wide, along the upper limits of the mulch and spotting soil piles over the rest of the area at a maximum spacing of four (4) feet.

   b. Spreading a string net over the mulch, using stakes driven flush with the top of the mulch at 6-foot centers and stringing parallel and perpendicular, with diagonals in both directions.

E. Rolling: Immediately after completion of the mulching, the entire seeded and mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

F. Hydraulic mulching: Wood fiber mulch shall be applied at the following rate:

1. Flat surfaces to 3 to 1 slopes: 1,500 lb. per acre.

2. Slopes steeper than 3 to 1: 2,000 lb per acre.

3. Critical areas, where designated: 2,500 lb per acre.

G. Blanket shall be rolled out and placed in the direction of maximum slope.

H. Watering: The seeded areas shall be watered so as to provide optimum growth conditions for establishment of the grass. In no case, however, shall the period of maintaining such moisture be less than 1 week after the planting.

I. Single Hydraulic Application: Using the standard hydraulic mulching equipment, the wood fiber mulch, seed and fertilizer may be applied as a combined slurry in a single application, provided that the seed is increased to the rate of 240 pound per acre and the fertilizer is increased to 840 pounds per acre.

J. Maintenance:

1. The Contractor shall, at his expense, maintain the seeded areas in a satisfactory condition until Final Acceptance of the project. Such maintenance shall include the repairing of any damaged areas where the establishment of the grass stand does not appear to be developing satisfactorily, or where erosion has washed away an area and filling and leveling are required.

2. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense.

3. All areas which do not show a satisfactory catch of grass shall be reseeded at intervals of 21 days until a dense lawn of permanent grasses, free from any bare spots, areas of washout or erosion damage has been established.

4. Seeded areas shall be maintained by the Contractor as long as necessary to establish a dense cover as specified above.

5. Fertilization (lawns): As required to maintain healthy, vigorous turf, minimum of two (2) applications. One application shall be applied at time of planting and the other just prior to the end of the maintenance period.

K. Mowing: Four complete mowings shall be included in the base price for seeding and mulching. The last mowing shall be done just prior to Final Acceptance.

END OF SECTION

SECTION 02925 – SODDING

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02925) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 575 – Sodding
- Section 580 – Landscape Installation

In the event that this technical specification (02925) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work consists of establishing a grass covering on slopes, shoulders, lawns, and other areas by sodding as shown on the project construction drawings. Also included are fertilizing, watering and maintenance as required to produce a healthy stand of grass.

The phrase “grassing or sodding” in Section SC01025 MEASUREMENT AND PAYMENT is a generic use of terms that can be applied to a wide variety of field applications such as for a cross-country pipeline corridor (grassing), a pipeline corridor through a park (sodding) and the pipeline corridor in or impacting the neighborhood swales (sodding).

Grassed areas apply to, but are not limited to applications such as bottoms of dry retention ponds, cross-country pipeline corridors, possibly lay down yards (depending on the Contractor agreement with the property owner) and other large and/or expansive areas.

Sodded areas apply to, but are not limited to applications such as neighborhood swales, the sloped sides of a dry and/or wet retention ponds and embankments.

B. Preparation of subsoil

C. Fertilizing

D. Sod installation

E. Maintenance

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02300 - Earthwork

E. Section 02924 – Seed, Mulch and Fertilizer

F. Section 02930 - Exterior Plants

G. Section 02960 – Restoration of Surface Improvements

1.3 REFERENCES

A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding

B. FS O-F-241 - Fertilizers, Mixed, Commercial

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. When identified in the Schedule of Bid Items as a separate pay item, sodded areas shall be:

1. Basis of Measurement: By the square yard

2. Basis of Payment: Includes preparation of subsoil, topsoil, placing topsoil, fertilization, sodding, watering and maintenance to specified time limit.

B. If sodding is NOT identified in the Schedule of Bid Items as a pay item, it shall be considered as incidental and all of the requirements of this Section shall be required.

1.5 SUBMITTALS

A. Contractor shall submit Certificates of Compliance, with this specification, for the topsoil, sod and fertilizer. Refer to PART 2 PRODUCTS for requirements.

B. Contractor shall prepare a resident notification letter three (3) weeks prior to placement informing them of the sod replacement criteria and the type of sod identified for the swale (in front of their property) for the review and authorization of the Project Manager. Once authorized, the Contractor shall deliver to each property a copy of the notification letter.

1.6 SOD REPLACEMENT CRITERIA

A. City, County or State ROW areas, i.e., typically those areas between the edge of the roadway and the property line, that have been disturbed or damaged by project construction activities will be re-sodded. The type of replacement sod, either Argentine Bahia or St. Augustine - Floratam, will be based on the following criteria:

1. If the area has an existing and operational underground irrigation system, the replacement sod shall be St. Augustine - Floratam.

2. 2. If the area does NOT have an existing and operational underground irrigation system, the replacement sod shall be Argentine Bahia.

3. Additionally, based on the Pre Construction Video and Photographic Site Survey, together the Contractor and Project Manager shall determine the replacement sod type.

1.7 DEFINITIONS

A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.8 QUALITY ASSURANCE/GUARANTEE

A. All sodded areas shall be guaranteed for twelve months after date of Final Acceptance.

B. Replacement of sodded areas that have not produced a well established stand of grass: Any sodded areas showing indication of probably non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be replaced within 21 days of notice from Project Manager or Engineer.

All replacement sodding shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for twelve months. All replacements shall meet original specifications.

C. At the end of the guarantee period, all sodded areas that are dead or in unsatisfactory growth shall be replaced within two weeks.

1.9 QUALIFICATIONS

A. Sod Producer: Company specializing in sod production and harvesting with minimum five (5) years experience, and certified by the State of Florida.

B. Installer: Company with previous experience with the sod producer.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

PART 2 PRODUCTS

2.1 MATERIALS

A. Sod: ASPA Approved Field grown grade; cultivated grass sod; type indicated in plant schedule on the project construction drawings; with strong fibrous root system, free of stones, burned or bare spots containing less than 2 percent weeds per 1000 sq ft.

1. Argentine Bahia Grass Type: Florida State Plant Board specifications. Sod received at site shall be moist and green. Dry and/or brown sod will NOT be accepted for placement.

2. St. Augustine - Floratam Grass Type: Florida State Plant Board specifications. Sod received at site shall be moist and green. Dry and/or brown sod will NOT be accepted for placement.

B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 6.0 and maximum 7.0. Existing topsoil, removed as a result of pipeline or structure installations, shall NOT be re-used without written approval from the Project Manager.

C. Fertilizer: FS O-F-241, Type I, Grade A (slow release granular); recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to either of the following proportions: 15-5-15, 25-4-11, 24-2-11 or as approved by the Project Manager.

D. Water: The water used in the performance of this Contract shall be clean, fresh and free from injurious amounts of oil, acid, alkali, or organic matter that could inhibit vigorous growth of grass and vegetation.

2.2 ACCESSORIES

For terrain sloped at 2:1 or greater, the following accessories will be required:

A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.

B. Wire Mesh: Interwoven hexagonal plastic mesh of 2-inch size.

C. Edging: Refer to Landscape plan.

D. Herbicide: Refer to Landscape plan.

2.3 HARVESTING SOD

A. Machine cut sod and load on pallets in accordance with ASPA Guidelines.

B. Cut sod in area not exceeding 1 sq yd, with minimum 1-inch and maximum 1-1/2 inch topsoil base.

2.4 TESTS

A. Provide analysis of topsoil fill under provisions of Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.1 PREPARATION

A. Verify that prepared soil base is ready to receive the work of this section.

B. Preparation of area to be sodded: The ground to be sodded shall be prepared by grading and thoroughly loosening the soil to a depth of 2 inches. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, and other materials that will interfere with the work and subsequent mowing and maintenance operations. Hand picking may be required.

C. In general, the prepared area, prior to placement of imported topsoil, shall be 5 to 6 inches below the edge of roadway and driveway apron pavement and 3 to 4 inches below the edge of sidewalks.

3.2 PLACING TOPSOIL

A. Spread imported topsoil to a minimum depth of 2 inches over area to be sodded.

B. Place topsoil during dry weather and wind velocity not exceeding 15 miles per hour.

C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

E. Install edging at periphery of sodded areas in straight lines to consistent depth.

F. After the raking-in of the fertilizer, the topsoil shall be tamped.

3.3 FERTILIZING

A. The fertilizer shall be mechanically spread at the rate prescribed by the manufacturer just in front of the sod laying activities.

B. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand.

C. With the written authorization of the Project Manager, liquid fertilizer may be used after the sod has been placed. Where fertilizer is applied hydraulically, it need not be worked into the soil.

3.4 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within 24 to 48 hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces. Newly placed sod shall abut existing sod in a straight and even line.

D. Lay smooth. Align and level with adjoining grass areas.

E. Place top elevation of sod (top of grass blades) one (1) inch below adjoining edging/edge of pavement for roadways and driveway aprons and level / even for sidewalks. Tolerance shall be plus 0.00 inches and minus 0.05 inches

F. On slopes 2:1 and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

G. Prior to placing sod, on slopes exceeding 1.5:1 or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.

H. Water sodded areas immediately after installation, saturate sod to 4 inches of soil.

I. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.5 MAINTENANCE

A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Four (4) complete mowings shall be included in the base price for sodding. The final mowing shall be done just prior to Final Acceptance.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water to prevent grass and soil from drying out.

E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

F. Immediately replace sod to areas that show deterioration or bare spots.

END OF SECTION

SECTION 02930 – EXTERIOR PLANTS

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02930) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 580 – Landscape Installation

In the event that this technical specification (02930) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation of subsoil

B. Bedding

C. New or relocation of trees, plants, and ground cover

D. Mulch and fertilizer

E. Maintenance

F. Tree pruning

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01400 – Quality Requirements

C. Section SC01340 – Shop Drawings, Work Drawings, and Samples

1.3 REFERENCES

A. ANSI Z60.1 - Nursery Stock

B. NAA (National Arborist Association) - Pruning Standards for Shade Trees

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Plants: By the unit. Includes preparation of subsoil, planting soil, fertilizer, planting, watering and maintenance to specified time period.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Submit list of plant life sources.

B. Submit information on all items and materials identified in Part 2 of this Section.

1.6 DEFINITIONS

Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

1.7 QUALITY ASSURANCE

A. Source Quality Control:

The City reserves the right to perform inspection at the supplier's facility (source) of all exterior plants selected for this project. Project Manager shall be notified one (1) week in advance of the shipment dates to arrange this source inspection.

1. General: Ship landscape materials with certificate of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.

   Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.

2. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable or as further specified.

3. Trees and Shrubs: Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae and defects such as knots, sunscald, injuries, abrasions or disfigurement.

4. Sizes: Provide trees and shrubs of the sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to Landscape Architect, and if sizes of root balls are increased proportionately.

5. Inspection: The Project Manager and/or Engineer reserves the right to inspect trees and shrubs either at place of growth or at site for compliance with requirements for name, variety, size and quality.

6. Submittals: Certification, Landscape Work: Submit five (5) copies of

certificates of inspection as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

7. Planting Schedule, Landscape Work: Submit five (5) copies of planting schedule showing scheduled dates for each type of planting in each area of site.

1.8 REGULATORY REQUIREMENTS

A. Comply with City Landscape Ordinance for plant material, fertilizer and herbicide composition.

B. Provide certificate of compliance from the City indicating approval of plants, fertilizer and herbicide mixture.

C. Plant Materials: Certified by state Department of Agriculture; free of disease or hazardous insects.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Packaged materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site.

B. Plant Materials:

1. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not use trees or shrubs which have been in cold storage or healed-in. Do not prune prior to delivery. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.

2. Deliver trees and shrubs after preparation for planting have been completed and plant immediately. If planting is delayed more than six hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage and keep root moist.

3. Do not remove container-grown stock from containers until planting time.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not install plant life when ambient temperatures may drop below 35°F or rise above 90°F.

B. Do not install plant life when wind velocity exceeds 20 mph.

1.11 COORDINATION

A. Job Conditions:

1. Proceed with and complete the landscape work as rapidly as portions of the site become available, working with the seasonal limitations for each kind of landscape work required.

2. Utilities: Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.

3. Excavations: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

4. Planting Time: Plant or install materials during normal planting seasons for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance until occupancy by the Project Manager.

5. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to the Landscape Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.12 GUARANTEE

A. Guarantee trees and shrubs, for a period of one year against defect including death and unsatisfactory growth, except for defect resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Contractor's control.

B. Remove and replace trees, shrubs or other plants found to be dead or in unhealthy conditions during guarantee period. Make replacements during growth season following end of guarantee period. Furnish and plant replacements, which comply with requirements shown and specified. Also, replace trees and shrubs that are in doubtful condition at the end of guarantee period, unless, in the opinion of Landscape Architect, it is advisable to extend guarantee period for full-growth season. The Landscape Architect will make another inspection at end of extended guarantee period, if any, to determine acceptance or rejection. Only one

replacement will be required at end of guarantee period, except for losses or replacement due to failure to comply with specified procedures or practices.

1.13 MAINTENANCE SERVICE

A. Maintain plant life for twelve (12) months after date of final acceptance.

B. Maintain plant life immediately after placement until plants are well established and exhibit a vigorous growing condition.

C. Maintenance to include:

1. Cultivation and weeding plant beds and tree pits.

2. Applying herbicides for weed control in accordance with manufacturer's instructions. Remedy damage resulting from use of herbicides.

3. Remedy damage from use of insecticides.

4. Irrigating sufficient to saturate root system.

5. Pruning, including removal of dead or broken branches, and treatment of pruned areas or other wounds.

6. Disease control.

7. Maintaining wrapping, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace accessories when required.

8. Replacement of mulch

PART 2 PRODUCTS

2.1 TREES, PLANTS, AND GROUND COVER

A. Trees, Plants and Ground Cover: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the Work.

B. PLANT MATERIALS:

1. Name and Variety: Provide plant materials true to name and variety indicated on the plan.

2. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirement of GRADES AND STANDARDS FOR NURSERY STOCK as published by the Division of Plant Industry, Florida Department of Agricultural and Consumer Services.

3. Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by GRADES AND STANDARDS FOR NURSERY PLANTS Florida Department of Agricultural for type and species required. Provide single stem trees except where special forms are shown or listed.

a. Container grown trees will be acceptable in lieu of balled and burlapped trees subject to specified limitations of above quality control.

4. Shrubs: Provide shrubs of height shown or listed and with not less than the minimum number of canes required by above quality control for the type and height of shrub required.

a. Container grown trees will be acceptable in lieu of balled and burlapped trees subject to specified limitations of above quality control.

C. GRASS MATERIALS:

1. See Section 02924 SEED, MULCH AND FERTILIZER or 02925 SODDING as applicable.

D. GROUND COVER:

1. Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by the above quality control for the pot size shown or listed.

E. MISCELLANEOUS LANDSCAPE MATERIALS:

1. Anti-Erosion Mulch: Provide clean, seed-free salt hay or threshed straw of wheat, rye, oats or barley.

2. Anti-Desiccant: Emulsion type, film-forming agent similar to Dowax by Dow Chemical Co., or Wilt-Prof by Nursery Specialty Products, Inc., designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer’s fully identified containers and mix in accordance with manufacturer’s instructions.

3. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood or redwood, free of knotholes and other defect. Provide wires ties and guys of 6-strand, twisted, pliable galvanized iron wire not lighter than 12-gauge. Provide new 2-ply garden hose not less than 5/8 in. hose size, cut to required length to protect tree trunks from damage by wires.

F. PREPARATION OF EXISTING SOIL:

1. Before mixing, clean existing soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.

2. Mix specified soil supplements and fertilizers with existing soil at the rates specified (this "mixed" existing soil, becomes "planting" soil). Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.

3. For pit and trench type backfill, mix planting soil prior to backfilling and stockpile at the site.

4. For planting beds, mix soil prior to planting.

2.2 SOIL SUPPLEMENTS MATERIALS

A. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.

B. Peat Humus: FS Q-P-166 and with the texture and pH range suitable for the intended use.

C. Bonemeal: Commercial, raw, finely ground, 4% nitrogen and 20% phosphoric acid.

D. Superphosphate: Soluble mixture of treated minerals, 20% available phosphoric acid.

E. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and continuing the following percentages of available plant nutrients:

1. For trees and shrubs, provide fertilizer with not less than 10% available phosphoric acid and from 3% to 5% total nitrogen and from 3% to 5% soluble potash.

2. For lawns, provide fertilizer with not less than 4% phosphoric acid and not less than 2% potassium, and the percentage of nitrogen required to provide not less than one pound of actual nitrogen per 1000 square feet of lawn area. Provide nitrogen in a form that will be available to the lawn during the initial period of growth.

2.3 MULCH MATERIALS

A. See Section 02924 SEED, MULCH AND FERTILIZER

2.4 ACCESSORIES

A. Wrapping Materials: Burlap.

B. Stakes: Softwood lumber, pointed end.

C. Cable, Wire, Eye Bolts and Turnbuckles: Non-corrosive, of sufficient strength to withstand wind pressure and resulting movement of plant life.

D. Plant Protectors: Rubber sleeves over cable to protect plant stems, trunks, and branches.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that prepared subsoil are ready to receive work.

B. Saturate soil with water to test drainage.

C. Verify that required underground utilities are available, in proper location, and ready for use.

3.2 PREPARATION

A. Excavation for Trees and Shrubs: Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.

1. For bare root trees and shrubs, make excavation at least 1.0 ft. wider than root spread and deep enough to allow for setting of roots on a layer of compacted backfill and with collar set at same grade as in nursery, but 2 in. below finished grade at site.

2. Allow for 6 in. settling layer of planting soil mixture.

3. For balled and burlapped trees and shrubs, make excavations at least twice as wide as the ball diameter and equal to the ball depth, plus the following allowance for setting of ball on a layer of compacted backfill.

4. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.

B. Dispose of subsoil removed from landscape excavations.

C. Fill excavation for trees and shrubs with water to allow to percolate out before planting.

3.3 PLACING PLANTING SOIL

A. Place planting soil during dry weather and on dry subgrade.

B. Remove vegetable matter and foreign non-organic material from planting soil while spreading.

C. Grade planting soil to eliminate rough, low or soft areas, and to ensure positive drainage.

D. Install planting soil into pits and beds intended for plant root balls, to a minimum thickness of 6 inches.

3.4 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.

B. Apply after initial raking of topsoil.

C. Mix thoroughly into upper 2 inches of topsoil.

D. Lightly water to aid the dissipation of fertilizer.

3.5 PLANTING

A. Planting Trees and Shrubs: Set balled and burlapped stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. When set, place additional backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove burlap from sides of balls; retain on bottoms.

B. Set bare root stock on cushion of planting soil mixture. Spread roots and carefully work backfill around roots by hand and puddle with water until backfill layers are completely saturated. Plumb before backfilling and maintain plumb while working backfill around roots and placing layers above roots. Set collar 1-inch to 2-inch below adjacent finish landscape grades. Spread out roots without tangling or turning up to surface. Cut injured roots clean; do not break.

C. Set container grown stock as specified for balled and burlapped stock, except cut cans on two sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.

1. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water, minimum 5 in. saucer.

D. Mulch pits, trenches and planted areas. Provide not less than the following thickness of mulch and work into top of backfill and finish level with adjacent finish grades.

1. Provide 4-inch thickness of mulch.

E. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Landscape Architect, do not cut tree leaders and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character and accomplish their use in the landscape design. Required shrub sized are the size after pruning.

F. Remove and replace excessively pruned or misformed stock resulting from improper pruning.

Paint cuts over 3 in. in size with standard tree paint or compound, covering exposed living tissue. Use paint, which is waterproof, antiseptic, adhesive, elastic, and free of kerosene, coal tar, creosote and other substances harmful to plants. Do not use shellac.

G. Guy and stake trees immediately after planting.

H. Reconditioning Existing Lawns: Recondition existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

I. Provide fertilizer, seed, or sod and soil amendments as specified for new lawns and as required to provide a satisfactorily recondition lawn. Provide new topsoil as required to fill low spots and meet new finish grades.

J. Cultivate bare and compacted areas thoroughly to provide a satisfactory, planting bed.

K. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations including oil dripping, stone, gravel and other loose building materials.

L. Where substantial lawn remains, mow, rake, aerate if compacted, fill low spots, remove humps and cultivate soil, fertilize and seed. Remove weeds before seeding or if extensive, apply selective chemical weed killers as required. Apply a seedbed mulch, if required, to maintain moist condition.

M. Water newly planted areas and keep moist until new grass is established.

3.6 PLANT RELOCATION AND RE-PLANTING

A. Relocate plants as indicated by Project Manager and/or Engineer
.

B. Replant plants in pits or beds, partly filled with prepared topsoil mixture, at a minimum depth of 6 inches under each plant. Remove

or loosen burlap, ropes, and wires, from the root ball.

C. Place bare root plant materials so roots lie in a natural position. Backfill soil mixture in 6-inch layers. Maintain plant materials in vertical position.

D. Saturate soil with water when the pit or bed is half full of topsoil and again when full.

3.7 PLANT SUPPORT

A. Brace plants vertically with plant protector wrapped guy wires and stakes to the following:

Tree Caliper	Tree Support Method
1-inch	1 stake with one tie
1 - 2 inches	2 stakes with two ties
2 - 4 inches	3 guy wires [with eye bolts and turn buckles]
Over 4 inch	4 guy wires [with eye bolts and turn buckles]

3.8 TREE PRUNING

A. Prune trees to NAA Class 1 - Fine Pruning.

3.9 MAINTENANCE

A. Begin maintenance immediately after planting.

B. Maintain trees, shrubs, and other plants until final acceptance.

C. Maintain trees, shrubs, and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Spray as required to keep trees and shrubs free of insects and disease. The Contractor, commencing after final acceptance, shall guarantee all plantings for a period of one year.

D. Maintain lawns until final acceptance. Maintain lawns by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.10 CLEANUP AND PROTECTION

A. During landscape work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operation, operations by other contractor and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.11 INSPECTION AND ACCEPTANCE

A. When the landscape work is completed including maintenance, the Landscape Engineer will, upon request, make an inspection to determine acceptability.

B. The landscape work may be inspected for acceptance in part agreeable to the Landscape Architect, provided the work offered for inspection is complete, including maintenance, and that the area comprised one complete unit or area of substantial size.

C. Where inspected landscape work does not comply with the requirement, replace rejected work and continue specified maintenance until re-inspected by the Landscape Engineer and found to be acceptable. Remove rejected plants and materials promptly from the project site.

END OF SECTION

SECTION 02960 – RESTORATION OF SURFACE IMPROVEMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work includes the restoration of driveway aprons, mail boxes, grassed and sodded areas, trees and plants, roadways, sprinkler systems, sidewalks and any other improvements required as a result of the Work.

B. Restoration of surface improvements shall be concurrent with the installation of the water main, reclaimed water main, force main, drainage improvements or sanitary sewer; the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, sodding, driveway apron reconstruction, replacement of pre-existing irrigation systems and all surface restoration including trench repair. At no time, shall there be more than 500 linear feet of incomplete surface restoration including "rocked-in" trench repair. The City may (case by case) approve more than this, but never exceeding 1,000 linear feet of incomplete surface restoration.

C. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required Work.

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02740 – Subgrade, Base Course and Asphalt

E. Section 02924 – Seed, Mulch and Fertilizer

F. Section 02925 – Sodding

G. Section 02930 – Exterior Plants

H. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Unless specifically called out in the Schedule of Bid Items, work under this Section shall be considered incidental to the Work as detailed in the related Sections.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, the existing lines shall be cut-&-capped during the construction/installation process. The replacement of existing irrigation in the Public ROW is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the specific work item. Replacement material (pipe, fittings and sprinkler heads) shall be equal to or of a better quality, quantity and size than the pre-existing.

PART 2 PRODUCTS

2.1 Refer to the individual Sections identified above

PART 3 EXECUTION

3.1 RESTORATION ACTIVITIES

A. Areas affected by the Work shall be restored to a condition equal to or better than the condition existing before the commencement of the Work. Additionally the Contractor shall re-set/replace disturbed and/or damaged mailboxes (all mailboxes shall conform to the current requirements of the US Post Office) and the Contractor shall re-set or replace existing signage.

3.2 BUSH, PLANT, SHRUB AND/OR TREE REMOVAL AND REPLACEMENT CRITERIA

A. Bushes, plants, shrubs and/or trees that have been planted in the City, County or State ROW by the adjacent property owner and is in direct conflict with a proposed utility improvement that includes swales, shall be removed to allow for the installation of the project improvements and NOT replaced.

END OF SECTION

SECTION 03300 – CAST-IN-PLACE CONCRETE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (03300) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 346 - Portland Cement Concrete
- Section 350 - Cement Concrete Pavement
- Section 400 - Concrete Structures

In the event that this technical specification (03300) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 PURPOSE

A. The purpose of this Section is to address concrete that is either mixed on site for thrust blocks, valve collars and other miscellaneous concrete and for concrete delivered to the site by an FDOT licensed Concrete Batch Plant for site placement for driveways, driveway aprons, curbs and gutters, sidewalks, minor equipment pads, light pole base, flagpole base, thrust blocks, manholes, miscellaneous structures and miscellaneous slabs on grade.

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

1.3 REFERENCES

A. ACI 301 - Specifications for Structural Concrete

B. ACI 305R - Hot Weather Concreting

C. ACI 308 - Standard Practice for Curing Concrete

D. ACI 347 - Recommended Practice for Concrete Formwork

E. ASTM D1751 - Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

F. ASTM C33 - Standard Specification for Concrete Aggregates

G. ASTM C94 – Standard Specification for Ready-mixed Concrete

H. ASTM C150 - Standard Specification for Portland Cement

I. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. The job mix formula, materials, and construction methods shall be submitted to the Engineer for approval before concrete begins. Refer to Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Project Record Documents

1. Laboratory reports for compressive strength (7 day and 28 day), slump and air entrainment

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal

B. Fine and Coarse Aggregates: ASTM C33

C. Water: Potable

2.2 FORM MATERIALS

A. Form Materials: At the discretion of the Contractor

2.3 REINFORCEMENT

A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, unfinished or epoxy coated in accordance with ASTM A775 finish as called for on the plans.

B. Stirrup Steel: ANSI/ASTM A82, unfinished or epoxy coated in accordance with ASTM A775 finish as called for on the plans.

C. Welded Steel Wire Fabric: ASTM A497 Deformed Type; in coiled rolls; unfinished or epoxy coated in accordance with ASTM D884 Class A finish as called for on the plans.

2.4 ADMIXTURES

A. Air Entrainment: ASTM C260

2.5 ACCESSORIES

A. Bonding Agent: Polymer resin emulsion.

B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours, 7,000 psi in 28 days.

2.6 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler Type A: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.

2.7 CONCRETE MIX DESIGN

A. Refer to FDOT Standard Specifications Section 347 for mix composition of the various types of concrete classes.

B. Design mix to produce standard-weight concrete consisting of Portland cement, aggregate, air-entraining admixture and water to produce the following properties:

1. Compressive Strength: 3000 psi, minimum at 28 days.

2. Slump Range: 2" to 4"

3. Air Content: 4% +/- 1.5%

4. Minimum total cementitious content lb/yd3: 530

5. Maximum water cement ratio lb/lb: 0.50

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions as shown on the contract drawings.

B. Verify requirements for concrete cover over reinforcement.

C. Verify compacted granular base is acceptable and ready to support concrete placement and imposed loads.

D. Verify gradients and elevations of base are correct. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

E. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

B. In locations where agency jurisdictional requirements specify new concrete be doweled to existing work, or as shown on the drawings, the doweling shall be performed as follows: drill holes in existing concrete, remove dust and debris with compressed air, inject epoxy and insert steel dowels. For Curbs, sidewalks, driveways and other flatwork, provide a minimum of number 5 dowels at 18” o/c along the entire joint between new and existing concrete. Anchoring holes for all dowels shall be drilled at mid depth to provide a minimum penetration of 10” into the existing slab and 18” into the new slab. Brush full depth of each hole and remove dust with compressed air or rinse with water and allow to fully dry prior to epoxy/dowel placement into the existing slab.

C. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

D. Check completed formwork for grade and alignment to the following tolerances:

1. Top of forms not more than 1/8" in 10 feet deviation in alignment

2. Vertical face on longitudinal axis, not more than 1/4" in 10 feet

E. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.

F. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

G. Place joint filler vertical in position, in straight lines to the full depth of the concrete. Secure to formwork during concrete placement.

H. Place, support and secure reinforcement against displacement. Do not deviate from required position.

3.3 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in passing through concrete work.

B. Locate and set in place items, which will be cast directly into concrete.

C. Coordinate with work of other sections in forming and placing openings, slots, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.4 QUALITY CONTROL

A. Field inspection and testing will be performed in accordance with ACI 301.

B. Provide free access to Work and cooperate with appointed firm.

C. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

D. Four (4) concrete test cylinders will be taken for every 75 or less cubic yards of each class of concrete placed or for each day concrete is placed.

1. Compressive strength test reports are to be provided in a progressive manner as the testing laboratory generates them. Contractor shall instruct their subcontracted laboratory to send copies to the Project Manager.

E. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.

F. One slump test will be taken, by the independent testing laboratory, for each set of test cylinders taken.

3.5 PLACING CONCRETE

A. Place concrete in accordance with ACI 301, ACI 302 or ACI 318. CONCRETE SHALL BE CONSOLIDATED DURING THE PLACEMENT WITH THE USE OF APPROPRIATE VIBRATORY EQUIPMENT.

B. Notify Engineer minimum 24 hours prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, are not disturbed during concrete placement.

D. Place joint filler in as shown on the plans. Set top to required elevations. Secure to resist movement by wet concrete.

E. Install joint devices in accordance with manufacturer's instructions.

F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

G. Place concrete continuously between predetermined expansion, control, and construction joints.

3.6 JOINTS

A. Make joints between old and new pavements, or between successive days work, to ensure continuous abutment between adjoining work.

B. Construct joints to have same texture, density and smoothness as other sections of cement concrete course. Clean contact surfaces and install expansion joints prior to next day's installation.

C. Weakened-Plane (Contraction) Joints: Provide weakened-plane joints, sectioning concrete into areas as shown on the drawings or every five linear feet for curbs. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Sawed Joints: Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.

2. Construction Joints: Place construction joints at end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints.

D. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.

E. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1", and 1" below finished surface for joint sealer.

3.7 FINISHING

A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjusting floating to compact surface and produce a uniform texture.

B. After floating, test surface for trueness with a 10- foot straightedge. Distribute concrete as required to remove surface irregularities,

and refloat repaired areas to provide a continuous smooth finish.

C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.

D. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

1. Driveway aprons and Sidewalk Paving: Light broom, radius to 1/4-inch radius, and trowel joint edges. At the junction of sidewalks to roadway crossings, the sidewalks shall have a tactile surface treatment as specified in FDOT.

2. Median Barrier: Light broom, radius to 3/4-inch radius, and trowel joint edges.

3. Curbs and Gutters: Light broom.

4. Direction of Texturing: Parallel to pavement direction.

5. Inclined Vehicular Ramps: Broomed perpendicular to slope.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.8 FORM REMOVAL

A. Forms shall not be removed before the expiration of the minimum number of days indicated below, except when specifically authorized. When conditions of the work are such as to justify it, forms may be required to remain in place for longer periods.

1. Sidewalks, driveways, driveway aprons: 4 days

2. Walls & vertical faces: 7 days

3.9 PROTECTION

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, mechanical injury and vandalism.

B. Drill test cores where directed by the Project Manager, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy resin grout.

C. Repair or replace broken or defective concrete, as directed by the Project Manager.

D. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to Final Acceptance.

3.10 PATCHING

A. Allow the Project Manager to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable.

C. Patch imperfections as directed in accordance with ACI 301.

END OF SECTION

SECTION 03415 – PRE-STRESSED CONCRETE PILES

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (03415) shall govern the applicable project work that is typically identified in the FDOT Specification and Standard sections.

In the event that this technical specification (03415) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Prestressed precast concrete piles with or without steel point

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment Procedures

B. Section SC01340 – Shop Drawings, Work Drawings and Samples

C. Section SC01400 – Quality Requirements

D. Section 02018 – Vibration Monitoring

1.3 REFERENCES

A. ASTM A416/A416M - Standard Specification for Steel Strand, Uncoated Seven-Wire for Prestressed Concrete

B. ASTM A615 Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement

C. PCI MNL 116S Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products

1.4 UNIT PRICES

A. Piles:

1. Actual Pile Quantity: Determined by quantity of piles identified in the project construction drawings.

2. Actual Pile Length: Determined by length of piles identified in project construction drawings.

3. Test Piles: 5 feet longer than design length piles.

B. Contract unit price per unit length including test piles, multiplied by the Actual Pile Length. Base measurement on total linear measurement of piling from base to top elevation, except for test piles calculated at 5 feet longer.

C. Determination of Unit Measurements: Identified by site measurements and verified by the Engineer.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate details and schedule of pile installation sequence. Identify pile length and size to suit design requirements.

B. Product Data: Provide details of points, splices, cushion blocks and caps.

C. Pile Driving Analysis (PDA): A detailed PDA procedure.

D. In addition to the PDA data, the contractor shall keep a record of each pile driven and shall furnish daily typewritten copies to the Engineer. The records shall give the size, length, location, calculated safe load, the blow count of the hammer and the results of any tests.

1.6 PERFORMANCE REQUIREMENTS

A. Drive piles to defined load supporting capacity load supporting capacity as indicated.

1.7 QUALITY ASSURANCE

A. Standards and Codes: Design units in accordance with requirements of ACI 318-77, and as specified in this section.

B. Where buildings are involved, comply with local building code requirements if more stringent than ACI 318-77.

C. Perform Work in accordance with PCI MNL 116.

1.8 CONTRACTOR QUALIFICATIONS

A. Installer: Company specializing in performing the work of this section with minimum five (5) years documented experience.

B. Design and select pile components under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Florida.

1.9 PRE INSTALLATION CONFERENCE

A. Convene with the Project Manager and Engineer two (2) weeks prior to commencing work.

1.10 SCHEDULING

A. Schedule Work to perform driving during 8:00 am and 4:00 pm hours, unless an extension of the hours is authorized in writing by the Project Manager.

B. Schedule test piles as required.

1.11 DELIVERY, STORAGE, AND HANDLING

A. After pile lengths are verified, deliver materials to the project site in such quantities and at such times to assure the continuity of pile driving operations to the project schedule.

B. Store piles in orderly groups above ground and blocked at pre-designated points during storage to minimize bending stresses.

C. Lift and handle piles at designated lifting points. Piles damaged due to mishandling will be rejected.

PART 2 PRODUCTS

2.1 All materials are to be MADE IN THE UNITED STATES OF AMERICA. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 MATERIALS

A. Piles shall be the size and shape shown on the project construction and shop drawings.

B. Concrete: Minimum 5,000 psi 28 day strength, Normal Portland cement; aggregates and sand as recommended by pile manufacturer.

C. Tensioning Steel Tendons: ASTM A416 Grade 250k of sufficient strength commensurate with member design.

D. Reinforcing Steel: ASTM A615 Grade A, deformed steel bars, unless an approved alternate is recommended by pile manufacturer.

2.3 PRESTRESSING TENDONS

A. Uncoated, 7-wire stress-relieved strand complying with ASTM A415

B. Tendon Anchorages: Provide tendon anchorages for pretensioning capable of anchoring reinforcement for prestressed concrete without slippage after seating.

C. Provide steel cases for prestressing steel strand which have been proof tested by the manufacturer to at least 90% of the ultimate strength of the strand.

2.4 FABRICATION

A. Pile Points (if used): Hardened steel, hollowed tip to minimize bounce or deflection.

B. Pile Connectors: Fabricated of steel angles, fitted to outside dimensions of square pile ends.

C. Shop fabricate pile in maximum practical lengths to meet design requirements.

2.5 SOURCE QUALITY CONTROL

A. Provide shop testing and inspection of piles under provisions of Section SC01400 QUALITY REQUIREMENTS.

B. Test sample piles in accordance with PCI MNL 116 as required.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions under provisions of the applicable Section of the City's technical specifications.

3.2 PREPARATION

A. Use driving method that will not cause damage to nearby structures.

B. Notify adjacent and affected landowners and building occupants with 2 days notice before proceeding with the Work.

C. Protect structures near the Work from damage.

3.3 DRILLING

A. Drill holes to facilitate driving only if piling cannot be completed in specified manner. Drill only through strata that obstructs driving.

B. Hole Diameter: Maximum 1 inch larger than tip dimension.

3.4 TEST PILES

A. A test pile of the same size and materials as the other piles shall be driven with the same equipment and in the same manner as specified for other piles. The test pile shall be driven in the location of one of the final piles, as shown on the drawing, in advance of final driving of other piles so that lengths for casting may be determined. During driving, an accurate record of the penetration shall be kept. The test pile may be incorporated into the work as a permanent pile unless damaged, mislocated, or driven out of alignment.

3.5 DRIVING PILES

A. In some cases, as directed by the Project Manager or Engineer, the Contractor may be required to set up vibration monitoring

equipment and monitor the pile driving operations in accordance with Section 02018 VIBRATION MONITORING.

B. Perform PDA monitoring during all pile driving.

C. Piles shall be driven by such methods and equipment as will not impair their strength and as will insure the pile retaining the initial driving resistance and full lateral support of the soil. Piles without proper lateral support will be rejected.

D. Pile driver leads shall be of such a type that will hold the pile firmly in position and alignment and in axial alignment with the hammer. Driving of each pile shall be continuous without interruption until the pile has been driven to final penetration. If driving is interrupted before final penetration is reached, the record of penetration shall not be resumed until at least a 12-inch penetration has been obtained on resumption of driving.

E. Cap blocks shall consist of one solid block of hardwood of proper shape and dimensions to fit the hammer. The grain of the block shall be parallel to the axis of the pile. If laminated materials are used, the strength of such materials shall be equal to or greater than hardwood. The introduction of other materials to cushion the hammer blows will not be permitted. Details of the cap block arrangement shall be submitted to the Engineer for approval as specified above.

F. All piling within one-hundred (100) feet of an existing structure shall be predrilled. Any pile shall be predrilled if required by underground obstructions. Size of predrilled hole shall be such that pile has lateral support of soil. Extreme caution shall be exercised during pile driving operations to prevent damage to existing facilities and structures due to vibrations or other effects.

G. Piles shall be driven with diesel or steam operated hammer which develops a minimum energy of 15,000-foot pounds per blow. Piles shall be designated for a safe bearing capacity of 25 tons, as determined by the following formula:

$$2E\ R = S + 0.1 + 0.01P$$

Where:

R = Safe bearing value in tons.
S = the average penetration per blow in inches
P = weight of the pile as driven in tons
E = energy per blow of hammer in foot-tons

"S" shall be determined by computing the penetration per blow averaged during the last 10 to 20 hammer blows.

"E" = manufacturers rated capacity for the speed used in driving for double acting hammers; [product of weight of striking parts of hammer] x [height of hammer fall for single acting hammers]; energy per blow shall be determined in accordance with manufacturer's recommendations for combustion hammers.

H. All piles damaged, mislocated or driven out of alignment shall be withdrawn and replaced. Only when approved in writing by the Project Manager and Engineer, the abandoned pile may be left in place. Replacement piles shall be furnished and driven without additional cost to the Owner. This provision shall also apply to test piles.

I. Observation and measurements shall be made in the field during the process of driving by any suitable method satisfactory to the Project Manager and Engineer, to determine whether a driven pile has been lifted from its original seat during the operation of driving adjacent piles. The Contractor shall provide the necessary tools and instruments to make these measurements. Where such observations or measurements indicate that a pile has been unseated, it shall be re-driven to the resistance specified.

J. When approved by and Engineer, piling may be jetted to within 24 inches of final bearing, provided that each section is driven to final bearing in accordance with the criteria presented above.

3.6 TOLERANCES

A. Maximum Variation from Vertical for Plumb Piles: 1 in 48; however not more 2 inches.

B. Maximum Variation from Required Angle for Batter Piles: 1 in 24.

C. Maximum Variation from Pile Cut off Elevation: 4 inches.

D.

E. Maximum Out of Position: 3 inches.

3.7 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

B. Perform load tests to requirements of FDOT Standard Specifications Section 455-7.

C. Test Piles: Same diameter and type as specified for other piling, placed in same manner.

D. Accepted test piles may be used in the Work.

3.8 UNACCEPTABLE PILES

A. Unacceptable Piles: Piles that fail tests, are placed out of position, are below cut off elevations, or are damaged.

B. Provide additional piles or replace piles to conform to specified requirements.

END OF SECTION

SECTION 03930 – CONCRETE REHABILITATION

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (03930) shall govern the applicable project work that is typically identified in the FDOT Specification and Standard sections.

In the event that this technical specification (03930) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation of concrete and application of repair materials

B. Restoration of concrete surfaces

C. Repair of concrete internal reinforcement

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 03300 - Cast-In-Place Concrete

1.3 REFERENCES

A. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

B. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

C. ASTM C33 - Standard Specification for Concrete Aggregates

D. ASTM C150 - Standard Specification for Portland Cement

E. ASTM C882 - Standard Test Method for Bond Strength of Epoxy Resin Systems Used with Concrete by Slant Shear

F. ASTM D638 - Standard Test Method for Tensile Properties of Plastics

G. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics

H. AWS D1.4 - Structural Welding Code - Reinforcing Steel

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Repair Surface: By the square yard. Includes cleaning, surface preparation, repair, finishing.

1.5 SUBMITTALS FOR INFORMATION

A. Manufacturer's Certificate: Certify that specified products meet or exceed specified requirements.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

A. Accurately record actual locations of structural reinforcement repairs, type of repair, and material.

1.7 QUALITY ASSURANCE

A. Perform welding work in accordance with AWS D1.4.

B. Materials Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years documented experience.

C. Design reinforcement splices under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State of Florida.

D. Applicator: Company specializing in concrete repair with minimum three years documented experience.

PART 2 PRODUCTS

2.1 PATCHING MATERIALS

A. Epoxy Resin: Two-part epoxy adhesive containing 100 percent solids, meeting the following minimum characteristics:

Characteristic	Test Method	Results
Bond Strength	ASTM C882	2,700 psi
Tensile Strength	ASTM D638	6,600 psi
Elongation	ASTM D638	2 percent @ 7 days @ 70°F
Compressive Strength	ASTM D695	6,500 psi

B. Bonding Agent: Polyvinyl acetate emulsion, dispersed in water while mixing, non-coagulant in mix, water resistant when cured.

C. Portland Cement: ASTM C150, Type A, white color.

D. Sand: ASTM C33, uniformly graded, clean.

E. Water: Clean and potable.

F. Cleaning Agent: Commercial muriatic acid of normal percent strength.

2.2 REINFORCEMENT MATERIALS

A. Reinforcing Steel: ASTM A615/A615M, 40 ksi yield grade billet-steel deformed bars, unfinished finish.

B. Stirrup Steel: ASTM A82.

2.3 MIXING EPOXY MORTARS

A. Mix epoxy mortars in accordance with manufacturer's instructions for purpose intended.

B. Mix components in clean equipment or containers. Conform to pot life and workability limits.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are ready to receive work.

B. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION

A. Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; wire brush using water; rinse surface and allow to dry.

B. Flush out cracks and voids with chemical solvent or water to remove laitance and dirt. Chemically neutralize by rinsing with water.

C. For areas patched with epoxy mortar, remove broken and soft concrete 1/4 deep. Remove corrosion from steel. Clean surfaces mechanically; wash with cleaning agent rinse with water.

D. Sandblast or pressure clean the exposed reinforcement steel surfaces. Mechanically cut away damaged portions of bar.

3.3 REPAIR WORK

A. Repair exposed structural, shrinkage, and settlement cracks of concrete as indicated on Drawings by the epoxy injection or epoxy mortar method.

B. Repair spalling. Fill voids flush with surface.

C. Repair reinforcement by welding new bar reinforcement to existing reinforcement with sleeve splices. Strength of welded splices and reinforcement to exceed original stress values.

3.4 INJECTION - EPOXY RESIN ADHESIVE

A. Inject adhesive into prepared ports under pressure using equipment appropriate for particular application.

B. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.

C. Remove temporary seal and excess adhesive.

D. Clean surfaces adjacent to repair and blend finish.

3.5 APPLICATION - EPOXY MORTAR

A. Trowel apply mortar mix to an average minimum thickness. Tamp into place filling voids at spalled areas.

B. For patching honeycomb, trowel mortar onto surface, work mortar into honeycomb to bring surface flush with surrounding area. Finish trowel surface to match surrounding area.

C. Cover exposed steel reinforcement with epoxy mortar, feather edges to flush surface.

END OF SECTION

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

BID FORM

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS to furnish, install and provide all labor for **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS** on an 'as needed basis'.

Submitted By: _____ Date: _____
(VENDOR)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda. Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this _____ day of _____, 20___.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
VENDOR _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of
VENDOR _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, 20___, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____
Name of Firm

WITNESS:

_____

_____ _____
Signature of Authorized Officer (affixed seal)

_____
Title

_____
Business Address

_____
City and State

SURETY:

_____
Corporate Surety

WITNESS:

_____ _____
Attorney-in-Fact (affix seal)

_____
Business Address

_____
City and State

_____
Name of Local Insurance Agency

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the such Bid Bond on behalf of the Principal, was then _____ of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

_____
Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ___physical presence or ___online notarization _____ to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the _____ and that they have been authorized by _____ to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: _____

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

Bond Amount: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current 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.

_____ _____

Date Agent and Attorney-in-Fact

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BIDDER'S QUALIFICATION STATEMENT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Email Address.: _____

Check One	
Corporation	☐
Partnership	☐
Individual	☐
Other	☐

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

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b. Name, address, and ownership units of all partners:

_____
_____
_____

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?

_____
_____
_____

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

_____
_____
_____

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

7. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____
_____
_____

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

_____
_____
_____

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

_____

11. Will you sublet any part of this WORK? If so, give details.

_____
_____

12. State the name and address of the Attorney, if any, for the business.

_____
_____

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

16. What will be your turnaround time for written responses to the City's inquires?

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES □ NO □

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

_____

_____

25. Provide a description of quality assurance/quality control management methods.

_____

_____

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed)_____

(Title)_____

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.

Subscribed and sworn to before me

This _____ day of _____, 202__.

_____

Notary Public (Signature)

My Commission Expires: _____

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ANTI-KICKBACK AFFIDAVIT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

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.

Sworn and subscribed before me
this _____ day of _____ , 2024

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

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NON-COLLUSION AFFIDAVIT OF PROPOSER

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the Vendor that
(Title) (Name of Corporation or Integrator)
has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor 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 Vendor, integrator 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 communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach 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 Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

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7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**
_____	_____
_____	_____

Witnesses:

_____
Typed name:

_____
Typed name:

VENDOR:

Signed: _____

Name: _____

Title: _____

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.
Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran

Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____

COMPANY NAME SIGNATURE

_____ _____

PRINT NAME TITLE

_____

DATE

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.

Subscribed and sworn to before me
This _____day of _____, 202_

_____
Notary Public (Signature)

_____
My Commission Expires:

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

WARRANTIES

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Vendor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Vendor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Vendor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Vendor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

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9. That this Warranty is included in exposures for which the Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Vendor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this __day of _____, 202__.

(SEAL)

VENDOR:

By _____

ATTEST:

_____
Secretary

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

TRENCH SAFETY ACT AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Vendor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

_____
Name of Proposer

_____
Authorized Signature of Proposer

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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.

Subscribed and sworn to before me
This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS**

Solicitation No.: **UTL24-060**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) 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.

e) If the 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.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DRAFT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND [entity name]

SUBJECT TO REVISIONS PRIOR TO SIGNING

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and _____ a [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Re-Bid No. UTL24-060 Repair and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Repair and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems** on an as-needed basis by way of individual Purchase Orders or Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scope or work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-033 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-033, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-033; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed with the applicable Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of **two (2) years**, commencing on _____ and shall remain in effect through _____ unless otherwise terminated in accordance with this Agreement ("Initial Term"). The CITY reserves the right to automatically renew the agreement for **three (3) one-year** renewals subject to vendor acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY ("Renewal"). Such Renewals are only effective and valid if in writing and executed by the City's Finance Director or designee. Both the Initial Term and all Renewals shall be collectively referred to as the "Term."

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's representative and Finance Director or designee's approval. The price increase

percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached as to this Agreement as Exhibit A, in accordance with the following:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

   B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

   C. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement. VENDOR acknowledges that if a construction bond is required, final payment under a Task Order shall not be made until consent of surety us received by CITY.

   D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and all materials, supplies, equipment and incidentals necessary to complete the Work.

   E. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

   F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

   A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or

consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) business days of written notice by the CITY to the VENDOR in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt

of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:
Address:
Phone:
Email:

18. **PUBLIC RECORDS**. The Vendor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the Work;

B. 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 the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
A. Definitions for this Section:

i. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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 one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted

by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

I. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

V. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) business days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the Work of VENDOR and proceed to perform Work under the Agreement, at its own cost and expense.

i. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

_____
Daniel Dugger, City Manager

Date: _____

COMPANY

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

Date: _____

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Shawna G. Lamb,
Office of the City Attorney

_____
Maylee De Jesus, City Clerk

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$
1,000,000.00 Any Auto		
All Owned		
Autos Hired		
Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

ATTACHMENTS

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	GENERAL CONDITIONS		
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	
GC-5	Record Drawing	LS	
GC-6	Construction Survey	LS	
GC-7	Pre-During-Post Construction Digital Photos	LS	
GC-8	M.O.T. Residential Street	EA	
GC-9	M.O.T. City Arterial Roadway	EA	
GC-10	M.O.T. DOT Roadway	EA	
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	
GC-12	Density Tests (actual cost reimbursement by City)	---	---
GC-13	Proctor Tests (actual cost reimbursement by City)	---	---
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	---	---
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	---	---
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	---	---
GC-17	Applicable Permits (actual cost reimbursement by City)	---	---
	WASTEWATER		
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-1	0' - 6' FT Deep	LF	
SWR-2	6' - 8' FT Deep	LF	
SWR-3	8' - 10' FT Deep	LF	
SWR-4	10' - 12' FT Deep	LF	
SWR-5	12' - 16' FT Deep	LF	
SWR-6	16' - 20' FT Deep	LF	
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-7	0' - 6' FT Deep	LF	
SWR-8	6' - 8' FT Deep	LF	
SWR-9	8' - 10' FT Deep	LF	
SWR-10	10' - 12' FT Deep	LF	
SWR-11	12' - 16' FT Deep	LF	
SWR-12	16' - 20' FT Deep	LF	
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-13	0' - 6' FT Deep	LF	
SWR-14	6' - 8' FT Deep	LF	
SWR-15	8' - 10' FT Deep	LF	
SWR-16	10' - 12' FT Deep	LF	
SWR-17	12' - 16' FT Deep	LF	
SWR-18	16' - 20' FT Deep	LF	
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-19	0' - 6' FT Deep	LF	
SWR-20	6' - 8' FT Deep	LF	
SWR-21	8' - 10' FT Deep	LF	
SWR-22	10' - 12' FT Deep	LF	
SWR-23	12' - 16' FT Deep	LF	
SWR-24	16' - 20' FT Deep	LF	
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-25	0' - 6' FT Deep	LF	
SWR-26	6' - 8' FT Deep	LF	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
SWR-27	8' - 10' FT Deep	LF	
SWR-28	10' - 12' FT Deep	LF	
SWR-29	12' - 16' FT Deep	LF	
SWR-30	16' - 20' FT Deep	LF	
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-31	0' - 6' FT Deep	LF	
SWR-32	6' - 8' FT Deep	LF	
SWR-33	8' - 10' FT Deep	LF	
SWR-34	10' - 12' FT Deep	LF	
SWR-35	12' - 16' FT Deep	LF	
SWR-36	16' - 20' FT Deep	LF	
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-37	0' - 6' FT Deep	LF	
SWR-38	6' - 8' FT Deep	LF	
SWR-39	8' - 10' FT Deep	LF	
SWR-40	10' - 12' FT Deep	LF	
SWR-41	12' - 16' FT Deep	LF	
SWR-42	16' - 20' FT Deep	LF	
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-43	0' - 6' FT Deep	LF	
SWR-44	6' - 8' FT Deep	LF	
SWR-45	8' - 10' FT Deep	LF	
SWR-46	10' - 12' FT Deep	LF	
SWR-47	12' - 16' FT Deep	LF	
SWR-48	16' - 20' FT Deep	LF	
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-49	0' - 6' FT Deep	LF	
SWR-50	6' - 8' FT Deep	LF	
SWR-51	8' - 10' FT Deep	LF	
SWR-52	10' - 12' FT Deep	LF	
SWR-53	12' - 16' FT Deep	LF	
SWR-54	16' - 20' FT Deep	LF	
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-55	0' - 6' FT Deep	LF	
SWR-56	6' - 8' FT Deep	LF	
SWR-57	8' - 10' FT Deep	LF	
SWR-58	10' - 12' FT Deep	LF	
SWR-59	12' - 16' FT Deep	LF	
SWR-60	16' - 20' FT Deep	LF	
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-61	0' - 6' FT Deep	LF	
SWR-62	6' - 8' FT Deep	LF	
SWR-63	8' - 10' FT Deep	LF	
SWR-64	10' - 12' FT Deep	LF	
SWR-65	12' - 16' FT Deep	LF	
SWR-66	16' - 20' FT Deep	LF	
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-67	0' - 6' FT Deep	LF	
SWR-68	6' - 8' FT Deep	LF	
SWR-69	8' - 10' FT Deep	LF	
SWR-70	10' - 12' FT Deep	LF	
SWR-71	12' - 16' FT Deep	LF	
SWR-72	16' - 20' FT Deep	LF	
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-73	0' - 3' FT Deep	LF	
SWR-74	3' - 6' FT Deep	LF	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
SWR-75	6' - 8' FT Deep	LF	
SWR-76	8' - 10' FT Deep	LF	
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-77	0' - 3' FT Deep	LF	
SWR-78	3' - 6' FT Deep	LF	
SWR-79	6' - 8' FT Deep	LF	
SWR-80	8' - 10' FT Deep	LF	
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-81	0' - 3' FT Deep		
SWR-82	3' - 6' FT Deep	LF	
SWR-83	6' - 8' FT Deep	LF	
SWR-84	8' - 10' FT Deep	LF	
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-85	0' - 3' FT Deep	LF	
SWR-86	3' - 6' FT Deep	LF	
SWR-87	6' - 8' FT Deep	LF	
SWR-88	8' - 10' FT Deep	LF	
	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-89	0' - 3' FT Deep	LF	
SWR-90	3' - 6' FT Deep	LF	
SWR-91	6' - 8' FT Deep	LF	
SWR-92	8' - 10' FT Deep	LF	
	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-93	0' - 3' FT Deep	LF	
SWR-94	3' - 6' FT Deep	LF	
SWR-95	6' - 8' FT Deep	LF	
SWR-96	8' - 10' FT Deep	LF	
	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-97	0' - 3' FT Deep	LF	
SWR-98	3' - 6' FT Deep	LF	
SWR-99	6' - 8' FT Deep	LF	
SWR-100	8' - 10' FT Deep	LF	
	Reconstruct Sanitary Sewer Lateral Clean-Out		
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	
SWR-104	Additional Pipe Crew Hours for installation greater than 60" cover	HR	
	Furnish & Install Mega-Lug Joint Restraint for DIP		
SWR-105	4" Mega-Lug Joint Restraint for DIP	EA	
SWR-106	6" Mega-Lug Joint Restraint for DIP	EA	
SWR-107	8" Mega-Lug Joint Restraint for DIP	EA	
SWR-108	10" Mega-Lug Joint Restraint for DIP	EA	
SWR-109	12"Mega-Lug Joint Restraint for DIP	EA	
SWR-110	16" Mega-Lug Joint Restraint for DIP	EA	
SWR-111	24" Mega-Lug Joint Restraint for DIP	EA	
SWR-112	36" Mega-Lug Joint Restraint for DIP	EA	
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900		
SWR-113	4" Mega-Lug Joint Restraint for PVC - C900	EA	
SWR-114	6" Mega-Lug Joint Restraint for PVC - C900	EA	
SWR-115	8" Mega-Lug Joint Restraint for PVC - C900	EA	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Joint Restraint Gasket)		
SWR-116	4" Joint Restraint Gasket (Field Lok or Fast Grip)		
SWR-117	6" Joint Restraint Gasket(Field Lok or Fast Grip)	EA	
SWR-118	8" Joint Restraint Gasket(Field Lok or Fast Grip)	EA	
SWR-119	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
SWR-120	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
	Furnish & Install PVC - C900 Bell Joint Restraint		
SWR-121	4" PVC - C900 Bell Joint Restraint	EA	
SWR-122	6" PVC - C900 Bell Joint Restraint	EA	
SWR-123	8" PVC - C900 Bell Joint Restraint	EA	
	Furnish & Install DIP Bell Joint Restraint		
SWR-124	10" DIP Bell Joint Restraint	EA	
SWR-125	16" DIP Bell Joint Restraint	EA	
SWR-126	20" DIP Bell Joint Restraint	EA	
SWR-127	24" DIP Bell Joint Restraint	EA	
SWR-128	36" DIP Bell Joint Restraint	EA	
	Furnish & Install Gate Valve & Valve Box		
SWR-129	4" Gate Valve & Valve Box	EA	
SWR-130	6" Gate Valve & Valve Box	EA	
SWR-131	8" Gate Valve & Valve Box	EA	
SWR-132	10" Gate Valve & Valve Box	EA	
SWR-133	12" Gate Valve & Valve Box	EA	
SWR-134	16" Gate Valve & Valve Box	EA	
SWR-135	20" Gate Valve & Valve Box	EA	
SWR-136	24" Gate Valve & Valve Box	EA	
SWR-137	36" Gate Valve & Valve Box	EA	
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
SWR-138	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-139	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-140	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-141	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-142	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	
	Furnish & Install Insertion Valve with Valve Box		
SWR-143	4" Insertion Valve w/Valve Box	EA	
SWR-144	6" Insertion Valve w/Valve Box	EA	
SWR-145	8" Insertion Valve w/Valve Box	EA	
SWR-146	10" Insertion Valve w/Valve Box	EA	
SWR-147	12" Insertion Valve w/Valve Box	EA	
SWR-148	16" Insertion Valve w/Valve Box	EA	
SWR-149	20" Insertion Valve w/Valve Box	EA	
SWR-150	24" Insertion Valve w/Valve Box	EA	
	Furnish & Install Plug Valves		
SWR-151	4" Plug Valve	EA	
SWR-152	6" Plug Valve	EA	
SWR-153	8" Plug Valve	EA	
SWR-154	10" Plug Valve	EA	
SWR-155	12" Plug Valve	EA	
SWR-156	16" Plug Valve	EA	
SWR-157	20" Plug Valve	EA	
SWR-158	24" Plug Valve	EA	
	Furnish & Install Check Valves		
SWR-159	4" Check Valve	EA	
SWR-160	6" Check Valve	EA	
SWR-161	8" Check Valve	EA	
SWR-162	10" Check Valve	EA	
SWR-163	12" Check Valve	EA	
SWR-164	16" Check Valve	EA	
SWR-165	20" Check Valve	EA	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
SWR-166	24" Check Valve	EA	
	Furnish & Install Line Stop		
SWR-167	4" Insertion Line Stop	EA	
SWR-168	6" Insertion Line Stop	EA	
SWR-169	8" Insertion Line Stop	EA	
SWR-170	10" Insertion Line Stop	EA	
SWR-171	12" Insertion Line Stop	EA	
SWR-172	16" Insertion Line Stop	EA	
SWR-173	20" Insertion Line Stop	EA	
SWR-174	24" Insertion Line Stop	EA	
SWR-175	30" Insertion Line Stop	EA	
SWR-176	36" Insertion Line Stop	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-177	0' - 4' FT Deep	EA	
SWR-178	4' - 6' FT Deep	EA	
SWR-179	6' - 8' FT Deep	EA	
SWR-180	8' - 10' FT Deep	EA	
SWR-181	10' - 12' FT Deep	EA	
SWR-182	12' - 14' FT Deep	EA	
SWR-183	14' - 16' FT Deep	EA	
SWR-184	16' - 20' FT Deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-185	0' - 4' FT Deep	EA	
SWR-186	4' - 6' FT Deep	EA	
SWR-187	6' - 8' FT Deep	EA	
SWR-188	8' - 10' FT Deep	EA	
SWR-189	10' - 12' Feet Deep	EA	
SWR-190	12' - 14' FT Deep	EA	
SWR-191	14' - 16' FT Deep	EA	
SWR-192	16' - 20' FT Deep	EA	
	****WATER MAIN**		
	****Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines and Raw Water Lines as needed**		
	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-1	0' - 3' FT Deep	LF	
WTR-2	3' - 6' FT Deep	LF	
	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of:		
WTR-3	0' - 3' FT Deep	LF	
WTR-4	3' - 6' FT Deep	LF	
	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-5	0' - 3' FT Deep	LF	
WTR-6	3' - 6' FT Deep	LF	
	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of:		
WTR-7	0' - 3' FT Deep	LF	
WTR-8	3' - 6' FT Deep	LF	
	Furnish & Install Cement Lined Ductile Iron Pipe Water Main		
WTR-9	4" Ductile Iron Pipe Water Main in Rear Easement	LF	
WTR-10	6" Ductile iron Pipe Water Main in Rear Easement	LF	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
WTR-11	4" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-12	6" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-13	8" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-14	10" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-15	12" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-16	16" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-17	20" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-18	24" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-19	30" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-20	36" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-21	42" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	
	Furnish & Install Mega-Lug Joint Restraint for DIP		
WTR-24	4" Mega-Lug Joint Restraint for DIP	EA	
WTR-25	6" Mega-Lug Joint Restraint for DIP	EA	
WTR-26	8" Mega-Lug Joint Restraint for DIP	EA	
WTR-27	10" Mega-Lug Joint Restraint for DIP	EA	
WTR-28	12"Mega-Lug Joint Restraint for DIP	EA	
WTR-29	14" Mega-Lug Joint Restraint for DIP	EA	
WTR-30	16" Mega-Lug Joint Restraint for DIP	EA	
WTR-31	24" Mega-Lug Joint Restraint for DIP	EA	
WTR-32	30" Mega-Lug Joint Restraint for DIP	EA	
WTR-33	36" Mega-Lug Joint Restraint for DIP	EA	
WTR-34	42" Mega-Lug Joint Restraint for DIP	EA	
	Furnish & Install Mega-Lug Restraint for PVC - C900		
WTR-35	4" Mega-Lug Joint Restraint for PVC -C900	EA	
WTR-36	6" Mega-Lug Joint Restraint for PVC - C900	EA	
WTR-37	8" Mega-Lug Joint Restraint for PVC - C900	EA	
	Furnish & Install Joint Restraint Gasket		
WTR-38	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
WTR-39	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
WTR-40	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
WTR-41	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
	Furnish & Install DIP Bell Joint Restraint		
WTR-42	6" DIP Bell Joint Restraint	EA	
WTR-43	8" DIP Bell Joint Restraint	EA	
WTR-44	10" DIP Bell Joint Restraint	EA	
WTR-45	12" DIP Bell Joint Restraint	EA	
WTR-46	14" DIP Bell Joint Restraint	EA	
WTR-47	16" DIP Bell Joint Restraint	EA	
WTR-48	24" DIP Bell Joint Restraint	EA	
WTR-49	30" DIP Bell Joint Restraint	EA	
WTR-50	36" DIP Bell Joint Restraint	EA	
WTR-51	42" DIP Bell Joint Restraint	EA	
	Furnish & Install Gate Valve & Valve Box		
WTR-52	4" Gate Valve & Valve Box	EA	
WTR-53	6" Gate Valve & Valve Box	EA	
WTR-54	8" Gate Valve & Valve Box	EA	
WTR-55	10" Gate Valve & Valve Box	EA	
WTR-56	12" Gate Valve & Valve Box	EA	
WTR-57	16" Gate Valve & Valve Box	EA	
WTR-58	20" Gate Valve & Valve Box	EA	
WTR-59	24" Gate Valve & Valve Box	EA	
WTR-60	36" Gate Valve & Valve Box	EA	
	Furnish & Install Butterfly Valve & Valve Box		

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
WTR-61	12" Butterfly Valve & Valve Box	EA	
WTR-62	16" Butterfly Valve & Valve Box	EA	
WTR-63	24" Butterfly Valve & Valve Box	EA	
WTR-64	30" Butterfly Valve & Valve Box	EA	
WTR-65	36" Butterfly Valve & Valve Box	EA	
WTR-66	42" Butterfly Valve & Valve Box	EA	
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
WTR-67	6"x6" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-68	6'X4" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-69	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-70	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-71	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-72	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	
	Furnish & Install Insertion Valve with Valve Box		
WTR-73	4" Insertion Valve w/Valve Box	EA	
WTR-74	6" Insertion Valve w/Valve Box	EA	
WTR-75	8" Insertion Valve w/Valve Box	EA	
WTR-76	10" Insertion Valve w/Valve Box	EA	
WTR-77	12" Insertion Valve w/Valve Box	EA	
WTR-78	16" Insertion Valve w/Valve Box	EA	
WTR-79	20" Insertion Valve w/Valve Box	EA	
WTR-80	24" Insertion Valve w/Valve Box	EA	
	Furnish & Install Line Stop		
WTR-81	4" Insertion Line Stop	EA	
WTR-82	6" Insertion Line Stop	EA	
WTR-83	8" Insertion Line Stop	EA	
WTR-84	10" Insertion Line Stop	EA	
WTR-85	12" Insertion Line Stop	EA	
WTR-86	16" Insertion Line Stop	EA	
WTR-87	20" Insertion Line Stop	EA	
WTR-88	24" Insertion Line Stop	EA	
WTR-89	36" Insertion Line Stop	EA	
	Fire Hydrants		
WTR-90	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	
WTR-91	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	
WTR-92	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	
WTR-93	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	
WTR-94	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	
WTR-95	Fire Hydrant Extensions	EA	
WTR-96	Bollards for Fire Hydrant	EA	
WTR-97	Sample Points w/double strap saddle & corp stop	EA	
WTR-98	Sample Points on Fire Hydrants	EA	
WTR-99	2" Blowoff piping with box	EA	
WTR-100	Water Main 1" Air Release Valve w/Manhole	EA	
WTR-101	Short Single service (1-1/2" Poly) (up to 10' long)	EA	
WTR-102	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	
WTR-103	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	
WTR-104	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	
WTR-105	Sample Point for bacteriological test	EA	
WTR-106	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	
WTR-107	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	
WTR-108	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	
WTR-109	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	EA	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
WTR-110	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	
	Asbestos-Cement (AC) Water Main Removal & Disposal		
WTR-111	Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	
	STORM WATER		
	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-1	0' - 6' Ft. deep	LF	
STM-2	6' - 8' Ft. deep	LF	
	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-3	0' - 6' Ft. deep	LF	
STM-4	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of:		
STM-5	0' - 6' Ft. deep	LF	
STM-6	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-7	0' - 6' Ft. deep	LF	
STM-8	6' - 8' Ft. deep	LF	
	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of:		
STM-9	0' - 6' Ft. deep	LF	
STM-10	6' - 8' Ft. deep	LF	
STM-11	8' - 10' Ft. deep	LF	
	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-12	0' - 6' Ft. deep	LF	
STM-13	6' - 8' Ft. deep	LF	
STM-14	8' - 10' Ft. deep	LF	
	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-15	0' - 6' Ft. deep	LF	
STM-16	6' - 8' Ft. deep	LF	
STM-17	8' - 10' Ft. deep	LF	
	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-18	0' - 6' Ft. deep	LF	
STM-19	6' - 8' Ft. deep	LF	
STM-20	8' - 10' Ft. deep	LF	
	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-21	0' - 6' Ft. deep	LF	
STM-22	6' - 8' Ft. deep	LF	
STM-23	8' - 10' Ft. deep	LF	
STM-24	10' - 12' Ft. deep	LF	
STM-25	12' - 15' Ft deep	LF	
	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-26	0' - 6' Ft. deep	LF	
STM-27	6' - 8' Ft. deep	LF	
	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-28	0' - 6' Ft. deep	LF	
STM-29	6' - 8' Ft. deep	LF	
	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-30	0' - 6' Ft. deep	LF	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-31	6' - 8' Ft. deep	LF	
	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-32	0' - 6' Ft. deep	LF	
STM-33	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-34	0' - 6' Ft. deep	LF	
STM-35	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-36	0' - 6' Ft. deep	LF	
STM-37	6' - 8' Ft. deep	LF	
	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-38	0' - 6' Ft. deep	LF	
STM-39	6' - 8' Ft. deep	LF	
STM-40	8' - 10' Ft. deep	LF	
	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-41	0' - 6' Ft. deep	LF	
STM-42	6' - 8' Ft. deep	LF	
STM-43	8' - 10' Ft. deep	LF	
	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-44	0' - 6' Ft. deep	LF	
STM-45	6' - 8' Ft. deep	LF	
STM-46	8' - 10' Ft. deep	LF	
STM-47	10' - 12' Ft. deep	LF	
	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-48	0' - 6' Ft. deep	LF	
STM-49	6' - 8' Ft. deep	LF	
STM-50	8' - 10' Ft. deep	LF	
STM-51	10' - 12' Ft. deep	LF	
	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-52	0' - 6' Ft. deep	LF	
STM-53	6' - 8' Ft. deep	LF	
STM-54	8' - 10' Ft. deep	LF	
STM-55	10' - 15' Ft. deep	LF	
	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-56	0' - 6' Ft. deep	LF	
STM-57	6' - 8' Ft. deep	LF	
STM-58	8' - 10' Ft. deep	LF	
STM-59	10' - 15' Ft. deep	LF	
	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-60	0' - 6' Ft. deep	LF	
STM-61	6' - 8' Ft. deep	LF	
STM-62	8' - 10' Ft. deep	LF	
STM-63	10' - 15' Ft. deep	LF	
	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-64	0' - 6' Ft. deep	LF	
STM-65	6' - 8' Ft. deep	LF	
STM-66	8' - 10' Ft. deep	LF	
STM-67	10' - 15' Ft. deep	LF	
	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-68	0' - 6' Ft. deep	LF	
STM-69	6' - 8' Ft. deep	LF	
	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-70	0' - 6' Ft. deep	LF	
STM-71	6' - 8' Ft. deep	LF	
	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-72	0' - 6' Ft. deep	LF	
STM-73	6' - 8' Ft. deep	LF	
	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-74	0' - 6' Ft. deep	LF	
STM-75	6' - 8' Ft. deep	LF	
	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-76	0' - 6' Ft. deep	LF	
STM-77	6' - 8' Ft. deep	LF	
	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-78	0' - 6' Ft. deep	LF	
STM-79	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-80	0' - 6' Ft. deep	LF	
STM-81	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-82	0' - 6' Ft. Deep	LF	
STM-83	6' - 8' Ft. Deep	LF	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-84	0' - 4' Ft. deep	EA	
STM-85	4' - 6' Ft. deep	EA	
STM-86	6' - 8' Ft. deep	EA	
STM-87	8' - 10' Ft. deep	EA	
STM-88	10' - 12' Ft. deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-89	0' - 4' Ft. deep	EA	
STM-90	4' - 6' Ft. deep	EA	
STM-91	6' - 8' Ft. deep	EA	
STM-92	8' - 10' Ft. deep	EA	
STM-93	10' - 12' Ft. deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-94	0' - 4' Ft. deep	EA	
STM-95	4' - 6' Ft. deep	EA	
STM-96	6' - 8' Ft. deep	EA	
STM-97	8' - 10' Ft. deep	EA	
STM-98	10' - 12' Ft. deep	EA	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-99	0' - 4' Ft. deep	EA	
STM-100	4' - 6' Ft. deep	EA	
STM-101	6' - 8' Ft. deep	EA	
STM-102	8' - 10' Ft. deep	EA	
STM-103	10' - 12' Ft. deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-104	0' - 4' Ft. deep	EA	
STM-105	4' - 6' Ft. deep	EA	
STM-106	6' - 8' Ft. deep	EA	
STM-107	Optional Pollution Control Device	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-108	0' - 4' Ft. deep	EA	
STM-109	4' - 6' Ft. deep	EA	
STM-110	6' - 8' Ft. deep	EA	
STM-111	Optional Pollution Control Device	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-112	0' - 4' Ft. deep	EA	
STM-113	4' - 6' Ft. deep	EA	
STM-114	6' - 8' Ft. deep	EA	
STM-115	8' - 10' Ft. deep	EA	
STM-116	10' - 12' Ft. deep	EA	
STM-117	Optional Pollution Control Device	EA	
	RESTORATION		
R-1	Removal and disposal of 6" thick concrete	SF	
R-2	Furnish & Install 4" Concrete without wire	SF	
R-3	Furnish & Install 6" Concrete without wire	SF	
R-4	Furnish & Install ADA compliant detectable surface	EA	
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	
R-15	Furnish & Install FDOT seed & mulch mix	SY	

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	
R-21	Furnish and Install 1" Type S-III Surface Course	SY	
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	
R-24	FDOT Flowable Fill (Excavatable)	CY	
R-25	Leak Repairs (structures) - Grouting	GAL	
R-26	Ground Stabilization Grouting	CY	
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	
R-29	12" Compacted Subgrade, 98% T-180	SY	
R-30	Adjust manhole ring and cover to grade	EA	
R-31	Adjust valve box to grade	EA	
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	
BY-PASS PUMP SET UP WITH BY-PASS PUMPING			
BP-1	Bypass 8" Sewer Set Up	EA	
BP-2	Bypass 10" to 12" Sewer Setup	EA	
BP-3	Bypass 15" to 18" Sewer Setup	EA	
BP-4	Bypass 24" Sewer Setup	EA	
BP-5	Bypass 4" Pump Including Monitoring	DAY	
BP-6	Bypass 6" Pump Including Monitoring	DAY	
BP-7	Bypass 8" Pump Including Monitoring	DAY	
BP-8	Bypass 10" Pump Including Monitoring	DAY	
WELL POINT SYSTEM AND DE-WATERING			
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL			
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	
BF-2	Imported Backfill & Compaction	CY	

REVISED

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Scheduled & Emergency Repair Scenarios - Attachment "B"

PLEASE PREPARE EACH SCENARIO OUTLINED BY USING THE ITEMS SUBMITTED ON THE SCHEDULE OF BID ITEMS (BP-1 through BP-12). SUBMIT ALONG WITH THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE. VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. ALL ITEMS PROVIDED IN THE SCENARIOS THAT ARE LABELED 'ACTUAL COST REIMBURSEMENT BY THE CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST. THE ESTIMATED COST IS INFORMATIVE AND NOT PART OF THE AWARDED AMOUNT. Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.

BID No.: UTL24-060

SCENARIO #1

Emergency Repair: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system (180 well points) to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill and restore 2,600 SF of Floratam sod and water in sod.

SCENARIO #2

Emergency Repair: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT approved asphalt and 1,500 SF of Bahia sod and water in sod.

SCENARIO #3

Scheduled Repair: Excavate and dewater with well point system (100 well points) to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

SCENARIO #4

Emergency Repair: 16-inch water main break in FDOT roadway. Repair 16-inch water main break **that is 5 feet deep**, 40-feet section of 16-inch DIP, and approved fittings. Backfill excavation in 12-inch lifts with FDOT-approved rock. Restore 1000 SF of asphalt, **including milling and overlay**.

ATTACHMENT "C"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period	☐ Interim ☐ Final
Project Title	If evaluating under a work order contract, specify type		

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12. Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13. Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14. Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15. Contractor strengths:	
16. Contractor weaknesses:	
17. Specific problems incurred:	
18. How may these have been prevented?	
19. Additional comments/recommendations:	
20. Comments on sub-contractor utilization:	
21. **Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Section Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

DATE: **August 14, 2024**
BID NO: **UTL24-060**
BID TITLE: **Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**

Closing Date Remains Unchanged: Monday, August 26, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:
Since this is a REBID, has anything changed from the previous bid?

Answer 1:
The Scope of Services for this solicitation is the same but there are requirements, terms and conditions, etc. that may have changed. We recommend that you read the full solicitation to ensure all submission requirements are met.

Question 2:
What is the Engineer's Estimate/Budget?

Answer 2:
$2 Million/Annually

Question 3:
The bid bond will get uploaded with submittal, however is it required to mail the original to the City?

Answer 3:
An electronic version of the bid bond will be accepted through bids&tenders, no need to mail the original.

Question 4:
Please provide the Schedule of Prices in Excel.

Answer 4:
The Bid Form in bids&tenders is the only available form. Bids&tenders does not accommodate the use of Excel formatted sheets.

Question 5:
Will the City of Boynton Beach be requiring a Performance and Payment Bonds for this Bid UTL24-060?

Answer 5:
The City of Boynton Beach does not require a Payment and Performance bond as part of the submission to this solicitation. However, for certain repair projects, the City of Boynton Beach may require a payment and performance bond.

Question 6:
Please be advised that on Page 3 under REQUIRED QUALIFICATIONS the City should have both Underground Utility License and General License from the State of Florida as Vendor requirements.

Answer 6:
The vendor should possess either an Underground Utility License or General Contractor License.

ATTACHMENTS:

- Non-Mandatory Pre-Bid Sign-In Sheets

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Notice to Contractors – Required Qualifications, page 3
- Bidder Submission Requirements – page 25

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

Utilities Department
City of Boynton Beach

PRE-BID SIGN IN SHEET

Bid No.: UTL24-060		**BID FOR**: Re-Bid for Repairs & Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems			
Subject:		Non-Mandatory Pre-Bid Conference			
Date:	08/09/2024	**Time:**	10:00 AM	**Location:**	City of Boynton Beach – City Hall Rm 115 – 100 E. Ocean Ave., Boynton Beach, FL 33435

In Attendance:

NAME		COMPANY	TITLE	TELEPHONE	
Theresa Gonzalez	☑	COBB Finance	Sr. Buyer - Utilities	(561) 742-6353	
Tremaine Johnson	☐	COBB Finance	Division Director, Field Operations	(561) 742-6476	
Marc Filsaime	☐	COBB Utilities	Supervisor, Pumping Stations	(561) 742-6422	
Brandon Mingo	☐	COBB Utilities	Supervisor, Water Distribution	(561) 742-6438	
Thorley Johnson	☐	COBB Utilities	Supervisor, Wastewater/Stormwater		
Karey Foom	☑	COBB Utilities	Superintendent Storm water	561-742-6417	
	☐				
	☐				
	☐				
	☐				
	☐				

Utilities Department
City of Boynton Beach

PRE-BID VISIT SIGN-IN SHEET

Bid No.: UTL24-060		**BID FOR**: Re-Bid for Repairs & Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems			
Subject:		Non-Mandatory Pre-Bid Conference			
Date:	08/09/2024	**Time:**	10:00 AM	**Location:**	City of Boynton Beach – City Hall Rm 115 – 100 E. Ocean Ave., Boynton Beach, FL 33435

In Attendance:

NAME	COMPANY	TITLE	TELEPHONE	EMAIL
JOHN BARR	MADSEN-BARR Corp	PRES	954.401.6753	johnbarr@madsenbarr.com
DAVID O'Berry	Sunbelt Rentals	OSR	954-838-1928	michael.oberry@sunbeltrentals.com

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2

DATE: **August 22, 2024**
BID NO: **UTL24-060**
BID TITLE: **Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**

Closing Date Changed: Thursday, August 29, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:
When pricing the scenarios are we to include an estimated cost for density testing? Densities will be needed for some of these repairs but the line item is reimbursed based on actual cost so we cannot provide an exact cost for these items.

Answer 1:
All line items included in the scenarios labeled “actual cost reimbursement by the City” should be listed with an estimated cost.

Question 2:
Scenario #2 mentions restoration of 400 SF of FDOT approved Asphalt. Is this to be full depth asphalt restoration? Or is mill and pave to be included?

Answer 2:
Yes (full depth asphalt restoration). No milling and paving cost included.

Question 3:
Scenario 1 and 3 are at 16’ deep and 10’ deep respectively. Should we price the scenario using line items for 12’ to 16’ deep or 16’ to 20’ deep for scenario 1? For scenario 3 should we use the line item for 8’ to 10’ deep or 10’ to 12’ deep?

Answer 3:
For scenario 1, use line items for 16’ to 20’ deep. For scenario 3, use line item for 10’ to 12’ deep.

Question 4:
Scenario 4 does not mention a depth of pipe. Could one be provided so we can price appropriately?

Answer 4:
Depth 5 feet.

Question 5:
Scenario 4 mentions 1000 SF of asphalt, are we to assume this is all full depth restoration and 2 lifts? Any milling and paving?

Answer 5:
Yes. Include milling and paving costs.

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Updated Closing Date
  - Solicitation Cover (page 1)
  - Notice to Contractors (page 3)
  - Instructions to Bidders (page 6)

- Scheduled & Emergency Repair Scenarios – Attachment "B" (including bids&tender)
  - Instructions
  - Scenario # 4

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 3

DATE: **August 28, 2024**
BID NO: **UTL24-060**
BID TITLE: **Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**

Closing Date Changed: Thursday, August 29, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Schedule & Emergency Repair Scenarios – Attachment "B" (including bids&tenders)
  - Updated Instructions – Clarification regarding estimated items labeled "actual cost reimbursement by the City"

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

UTL24-060 - Re Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems - Overview of Specifications and Schedule of Prices

* Offers from the vendors listed herein are the only offers received timely as of the Bid due date and Bid due time. All others submitted in response to this solicitation, if any are hereby rejected as late.

Bid Due Date: August 29, 2024
Bid Due Time: 2:30 P.M.

BID COMPLIANT CHECK	**Hinterland Group, Inc.** **2051 W Blue Heron Blvd** **Riviera Beach, FL 33404** **Contact: Daniel Duke** **Email: info@hinterlandgroup.com** **Phone: 561-640-3503** **Fax: 561-640-3504**	**Foster Marine Contractors** **3180 Fairlane Farms Rd, Ste 1** **Wellington, FL 33414** **Contact: Jodi Feliu** **Email: jodi@foster-marine.net** **Phone: 561-683-0034** **Fax: 5612-683-0335**	**Johnson-Davis, Inc.** **604 Hillbrath Dr.** **Lantana, Florida 33462** **Contact: Clark Cryer** **Email: ccryer@johnsondavis.com** **Phone: 561-718-4531** **Phone: 561-588-1170**	**Madsen Barr Corporation** **12113 Indian Mound Road** **Wellington, FL 33449** **Contact: John Barr** **Email: johnbarr@madsenbarr.com** **Phone: 954-401-6758** **Fax: 954-401-6758**
Schedule/Specifications				
BID PROPOSAL -Scenario #1	$35,550.00	$27,151.25	$24,770.00	$17,686.25
BID PROPOSAL -Scenario #2	$38,030.00	$18,313.56	$20,654.00	$11,845.75
BID PROPOSAL -Scenario #3	$32,400.00	$24,073.25	$23,050.00	$21,883.75
BID PROPOSAL -Scenario #4	$53,065.00	$53,636.60	$34,566.00	$38,283.00
Bid Form	Included	Included	Included	Included
Bid Bond 5%	Included	Included	Included	Included
Bidders Qualification Statement	Included	Included	Included	Included
Anti-Kickback Affidavit	Included	Included	Included	Included
Non-Collusion Affidavit	Included	Included	Included	Included
Certification Pursuant to F.S. 287.135	Included	Included	Included	Included
Affidavit of Compliance with Foreign Entity Laws	Included	Included	Included	Included
Affidavit of Compliance with Anti-Human Trafficking Laws	Included	Included	Included	Included
Warranties	Included	Included	Included	Included
Trench Safety Act Affidavit	Included	Included	Included	Included
E-Verify Form Pursuant to F.S. 448.095	Included	Included	Included	Included
W-9	Included	Included	Included	Included
Certificates, Licenses (General Contractor, Underground Utility License), Business Permits	Florida Division of Corporations Hinterland Group Inc - Active, Florida dbpr Certified General Contractor Daniel Amos Duke III (Hinterland Group Inc) Lic# CGC1520354 Exp. 08/31/26, Certified Underground Utility and Excavation Contractor Daniel Amos Duke III (Hinterland Group Inc) Lic# CUC1224634 Exp. 08/31/26, Certified Building Contractor Daniel Amos Duke III (Hinterland Group Inc) Lic# CBC12255077 Exp. 08/31/26, Certified Electrical Contractor Charles J Breig (Hinterland Group Inc) Lic# EC13003615 Exp. 08/31/26, Florida Dept. of Transportation (FDOT) Certificate of Qualification for Hinterland Group Inc. - Drainage, Electrical Work, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting Exp. 06/30/25. Subcontractors: Florida dbpr Certified Electrical Contractor Thomas LaEssig (Powerline of South Florida Inc.) Lic# EC13003753 Exp. 08/31/26, Certified General Contractor Richard A. Petrillo (Rapid Milling & Paving LLC) Lic# CGC1508179 Exp. 08/31/26, Florida dbpr Certified General Contractor Jodi Marie Feliu (Florida Flow Control Inc) Lic# CGC1522189 Exp. 08/31/26.	Florida Division of Corporations Foster Marine Contractors, Inc. - Active, Florida dbpr Certified General Contractor Jodi Marie Feliu Lic# CGC1534961 Exp. 08/31/26, FDOT Approved Temporary Traffic Control (TTC) Advanced Refresher Course for Michael Czajkowski Cert# 64690 Exp. 07/30/24 (EXPIRED), OSHA 30 Hour Outreach Training Program - Construction (360Training.com) for Jodi Feilu Completion Dt 01/10/18, GHS and OSHA Hazardous Communication (360Training.com) for Jodi Feilu Cert# 000013154931 Completion Dt 01/16/18, Florida Department of Environmental Protection - Stormwater Erosion and Sedimentation Control Inspector Training Program for JC Solomon Inspector #48507 Class Dt 09/27/21, PBC Local Business Tax Receipt Foster Marine Contractors Inc. LBTR# 2024163616 Exp. 09/30/24, PBC Local Business Tax Receipt Foster Marine Contractors Inc. LBTR# 201472546 Exp. 09/30/24. SUBS: Rapid Milling & Paving LLC Florida dbpr Certified General Contractor CGC1508179 Exp. 08/31/26, Florida Flow Control, Inc. Florida dbpr Certified General Contractor CGC1522189 Exp. 08/31/26.	Florida Division of Corporations Johnson-Davis Incorporated - Active, Florida dbpr Certified Underground Utility and Excavation Contractor William Clark Clifford Cryer Lic# CUC1225299 Exp. 08/31/26, Certified Plumbing Contractor William Clark Clifford Cryer Lic# CFC1430348 Exp. 08/31/26, Certfied Underground Utility and Excavation Contractor Lic# CUC043087 Exp. 08/31/26, PBC Local Business Tax Receipt LBTR# 2020125387 Exp. 09/30/24, LBTR# 2020125388 Exp. 09/30/24, LBTR# 199306319 Exp. 09/30/24, LBTR# 199306318 Exp. 09/30/24, LBTR# 2020125389 Exp. 09/30/24, LBTR# 2020125390 Exp. 09/30/24, Town of Hypoluxo LBTR# 9300617 Exp. 09/30/24, Broward County LBTR Rec# 189-5373 Exp. 09/30/24, Village of Royal Palm Beach LBTR # 24-00021867 Exp. 09/30/24, Martin County LBTR # 19875200075 Exp. 09/30/24, St. Lucie County LBTR # 1008302 Exp. 09/30/24, Town of Hypoluxo LBTR Lic# PBCW20125388 Exp. 09/30/24, Town of Manalapan LBTR # 197 Exp. 09/30/24.	Florida Division of Corporations Madsen-Barr Corporation - Active, Florida dbpr John Jeffrey Barr Lic# CUC057343 Exp. 08/31/26, PBC LBTR # 200318289 Exp. 09/30/24, Broward County Office of Economic and Small Business Development Madsen/Barr Corporation, Palm Beach County Office of Equal Business Opportunity Madsen-Barr Corporation Ven# MADS0007 Exp. 10/19/24 - Services Certified for Construction, Utility/Underground Projecs; Excavation Services; Maintenance and Repair, Utility/Underground Project. Subcontractor - Florida dbpr Scott James Johnson (Johnson-Davis Inc) Lic# CUC043087 Exp. 08/31/26.
Addenda Acknowledge Form 1, 2 & 3	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Confirmation of Minority Owned Business	No	No	No	No
Local Business Status Certification	No	No	No	No
Letter of Interest	Yes	Yes	Yes	Yes
References	Included	Included	Included	Included
Conflict of Interest	No	No	No	No
Subcontractors	No - To Be Determined	Yes - (4) Subcontractors	Yes - (2) Subcontractors	Yes - (3) Subcontractors
Subtotal Contract Amount:	**$159,045.00**	**$123,174.66**	**$103,040.00**	**$89,698.75**
	DEEMED RESPONSIVE & RESPONSIBLE	**DEEMED NON-RESPONSIVE**	**DEEMED NON-RESPONSIVE**	**DEEMED RESPONSIVE & RESPONSIBLE**

Electronic Opened by: Bids & Tenders on August 29, 2024
Compliance Tabulation by: Theresa Gonzalez, Sr. Buyer-Utilities on September 4, 2024

UTL24-060 - Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems

Opening Date: July 22, 2024 8:00 AM

Closing Date: August 29, 2024 2:30 PM

Vendor Details

Company Name:	Madsen Barr Corporation
Does your company conduct business under any other name? If yes, please state:	FL
Address:	12113 Indian Mound Road Wellington, FL 33449
Contact:	John Barr
Email:	johnbarr@madsenbarr.com
Phone:	954-401-6758
Fax:	954-401-6758
HST#:	65-1032119

Submission Details

Created On:	Monday July 22, 2024 08:50:04
Submitted On:	Thursday August 29, 2024 11:05:11
Submitted By:	John Barr
Email:	johnbarr@madsenbarr.com
Transaction #:	a0514b9d-7082-4cc7-a827-5cf7dcf1ea44
Submitter's IP Address:	172.242.105.46

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - General Conditions

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	$1,000.0000
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	$1,000.0000
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	$1,000.0000
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	$1,000.0000
GC-5	Record Drawing	LS	$2,500.0000
GC-6	Construction Survey	LS	$2,500.0000
GC-7	Pre-During-Post Construction Digital Photos	LS	$1,000.0000
GC-8	M.O.T. Residential Street	EA	$315.0000
GC-9	M.O.T. City Arterial Roadway	EA	$1,825.0000
GC-10	M.O.T. DOT Roadway	EA	$2,025.0000
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-12	Density Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-13	Proctor Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-17	Applicable Permits (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Wastewater

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *

SWR-1	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$205.0000
SWR-2	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$310.0000
SWR-3	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$345.0000
SWR-4	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$375.0000
SWR-5	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$400.0000
SWR-6	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$700.0000
SWR-7	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$205.0000
SWR-8	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$310.0000
SWR-9	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$345.0000
SWR-10	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$375.0000
SWR-11	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$400.0000
SWR-12	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$700.0000
SWR-13	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$320.0000
SWR-14	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$405.0000
SWR-15	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$575.0000
SWR-16	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$745.0000
SWR-17	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$915.0000
SWR-18	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$1,225.0000
SWR-19	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$320.0000
SWR-20	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$405.0000
SWR-21	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$575.0000
SWR-22	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$745.0000
SWR-23	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$915.0000
SWR-24	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$1,225.0000
SWR-25	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$425.0000
SWR-26	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$585.0000
SWR-27	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$730.0000
SWR-28	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$965.0000
SWR-29	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$1,280.0000
SWR-30	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$1,540.0000
SWR-31	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$425.0000
SWR-32	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$585.0000
SWR-33	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$730.0000

SWR-34	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$965.0000
SWR-35	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$1,280.0000
SWR-36	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$1,540.0000
SWR-37	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$595.0000
SWR-38	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$775.0000
SWR-39	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$985.0000
SWR-40	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$1,280.0000
SWR-41	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$1,560.0000
SWR-42	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$2,225.0000
SWR-43	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$595.0000
SWR-44	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$775.0000
SWR-45	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$985.0000
SWR-46	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$1,280.0000
SWR-47	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$1,560.0000
SWR-48	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$2,225.0000
SWR-49	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$795.0000
SWR-50	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$960.0000
SWR-51	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,285.0000
SWR-52	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$1,590.0000
SWR-53	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$2,275.0000
SWR-54	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$2,840.0000
SWR-55	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$795.0000
SWR-56	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$960.0000
SWR-57	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,285.0000
SWR-58	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$1,590.0000
SWR-59	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$2,275.0000
SWR-60	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$2,840.0000
SWR-61	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$875.0000
SWR-62	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$995.0000
SWR-63	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,365.0000
SWR-64	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$1,750.0000
SWR-65	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$2,320.0000
SWR-66	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$2,970.0000

SWR-67	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$875.0000
SWR-68	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$995.0000
SWR-69	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,365.0000
SWR-70	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$1,750.0000
SWR-71	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$2,320.0000
SWR-72	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$2,970.0000
SWR-73	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$110.0000
SWR-74	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$205.0000
SWR-75	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$330.0000
SWR-76	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$420.0000
SWR-77	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$110.0000
SWR-78	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$205.0000
SWR-79	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$330.0000
SWR-80	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$420.0000
SWR-81	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$120.0000
SWR-82	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$215.0000
SWR-83	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$350.0000
SWR-84	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$405.0000
SWR-85	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$120.0000
SWR-86	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$215.0000
SWR-87	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$350.0000
SWR-88	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$405.0000
SWR-89	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$210.0000
SWR-90	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$225.0000
SWR-91	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$645.0000
SWR-92	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$985.0000
SWR-93	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$575.0000
SWR-94	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$895.0000
SWR-95	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$1,225.0000
SWR-96	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,455.0000
SWR-97	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$1,875.0000
SWR-98	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$2,975.0000
SWR-99	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$6,250.0000

SWR-100	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$9,985.0000
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	$6,000.0000
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	$9,500.0000
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	$9,000.0000
SWR-104	Additional Pipe Crew Hours for installation grater than 60" cover	HR	$1,425.0000
SWR-105	Furnish & Install 4" Mega-Lug Joint Restraint for DIP	EA	$80.0000
SWR-106	Furnish & Install 6" Mega-Lug Joint Restraint for DIP	EA	$90.0000
SWR-107	Furnish & Install 8" Mega-Lug Joint Restraint for DIP	EA	$120.0000
SWR-108	Furnish & Install 10" Mega-Lug Joint Restraint for DIP	EA	$175.0000
SWR-109	Furnish & Install 12" Mega-Lug Joint Restraint for DIP	EA	$235.0000
SWR-110	Furnish & Install 16" Mega-Lug Joint Restraint for DIP	EA	$250.0000
SWR-111	Furnish & Install 24" Mega-Lug Joint Restraint for DIP	EA	$975.0000
SWR-112	Furnish & Install 36" Mega-Lug Joint Restraint for DIP	EA	$2,935.0000
SWR-113	Furnish & Install 4" Mega-Lug Joint Restraint for PVC - C900	EA	$80.0000
SWR-114	Furnish & Install 6" Mega-Lug Joint Restraint for PVC - C900	EA	$90.0000
SWR-115	Furnish & Install 8" Mega-Lug Joint Restraint for PVC - C900	EA	$120.0000
SWR-116	Furnish & Install 4" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$120.0000
SWR-117	Furnish & Install 6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$180.0000
SWR-118	Furnish & Install 8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$200.0000
SWR-119	Furnish & Install 10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$300.0000
SWR-120	Furnish & Install 12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$400.0000
SWR-121	Furnish & Install 4" PVC - C900 Bell Joint Restraint	EA	$100.0000
SWR-122	Furnish & Install 6" PVC - C900 Bell Joint Restraint	EA	$200.0000
SWR-123	Furnish & Install 8" PVC - C900 Bell Joint Restraint	EA	$300.0000
SWR-124	Furnish & Install 10" DIP Bell Joint Restraint	EA	$600.0000
SWR-125	Furnish & Install 16" DIP Bell Joint Restraint	EA	$1,200.0000
SWR-126	Furnish & Install 20" DIP Bell Joint Restraint	EA	$2,025.0000
SWR-127	Furnish & Install 24" DIP Bell Joint Restraint	EA	$3,115.0000
SWR-128	Furnish & Install 36" DIP Bell Joint Restraint	EA	$6,840.0000
SWR-129	Furnish & Install 4" Gate Valve & Valve Box	EA	$2,775.0000
SWR-130	Furnish & Install 6" Gate Valve & Valve Box	EA	$4,550.0000
SWR-131	Furnish & Install 8" Gate Valve & Valve Box	EA	$7,725.0000
SWR-132	Furnish & Install 10" Gate Valve & Valve Box	EA	$9,235.0000
SWR-133	Furnish & Install 12" Gate Valve & Valve Box	EA	$17,225.0000
SWR-134	Furnish & Install 16" Gate Valve & Valve Box	EA	$28,250.0000
SWR-135	Furnish & Install 20" Gate Valve & Valve Box	EA	$36,175.0000
SWR-136	Furnish & Install 24" Gate Valve & Valve Box	EA	$57,285.0000
SWR-137	Furnish & Install 36" Gate Valve & Valve Box	EA	$94,345.0000
SWR-138	Furnish & Install 8" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$9,850.0000
SWR-139	Furnish & Install 8" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$11,850.0000
SWR-140	Furnish & Install 12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$16,850.0000
SWR-141	Furnish & Install 12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$18,850.0000
SWR-142	Furnish & Install Wastewater Force Main 2" Air Release Valve w/Manhole	EA	$15,000.0000
SWR-143	Furnish & Install 4" Insertion Valve w/Valve Box	EA	$17,330.0000
SWR-144	Furnish & Install 6" Insertion Valve w/Valve Box	EA	$20,420.0000
SWR-145	Furnish & Install 8" Insertion Valve w/Valve Box	EA	$23,660.0000
SWR-146	Furnish & Install 10" Insertion Valve w/Valve Box	EA	$36,360.0000
SWR-147	Furnish & Install 12" Insertion Valve w/Valve Box	EA	$42,790.0000
SWR-148	Furnish & Install 16" Insertion Valve w/Valve Box	EA	$90,190.0000
SWR-149	Furnish & Install 20" Insertion Valve w/Valve Box	EA	$135,120.0000
SWR-150	Furnish & Install 24" Insertion Valve w/Valve Box	EA	$156,300.0000
SWR-151	Furnish & Install 4" Plug Valve	EA	$2,995.0000
SWR-152	Furnish & Install 6" Plug Valve	EA	$4,625.0000
SWR-153	Furnish & Install 8" Plug Valve	EA	$7,575.0000
SWR-154	Furnish & Install 10" Plug Valve	EA	$9,445.0000
SWR-155	Furnish & Install 12" Plug Valve	EA	$16,875.0000

SWR-156	Furnish & Install 16" Plug Valve	EA	$27,885.0000
SWR-157	Furnish & Install 20" Plug Valve	EA	$35,675.0000
SWR-158	Furnish & Install 24" Plug Valve	EA	$56,445.0000
SWR-159	Furnish & Install 4" Check Valve	EA	$2,885.0000
SWR-160	Furnish & Install 6" Check Valve	EA	$4,565.0000
SWR-161	Furnish & Install 8" Check Valve	EA	$7,475.0000
SWR-162	Furnish & Install 10" Check Valve	EA	$9,775.0000
SWR-163	Furnish & Install 12" Check Valve	EA	$15,750.0000
SWR-164	Furnish & Install 16" Check Valve	EA	$27,860.0000
SWR-165	Furnish & Install 20" Check Valve	EA	$34,980.0000
SWR-166	Furnish & Install 24" Check Valve	EA	$55,675.0000
SWR-167	Furnish & Install 4" Insertion Line Stop	EA	$16,980.0000
SWR-168	Furnish & Install 6" Insertion Line Stop	EA	$19,250.0000
SWR-169	Furnish & Install 8" Insertion Line Stop	EA	$21,520.0000
SWR-170	Furnish & Install 10" Insertion Line Stop	EA	$23,310.0000
SWR-171	Furnish & Install 12" Insertion Line Stop	EA	$24,840.0000
SWR-172	Furnish & Install 16" Insertion Line Stop	EA	$35,210.0000
SWR-173	Furnish & Install 20" Insertion Line Stop	EA	$42,180.0000
SWR-174	Furnish & Install 24" Insertion Line Stop	EA	$61,870.0000
SWR-175	Furnish & Install 30" Insertion Line Stop	EA	$102,890.0000
SWR-176	Furnish & Install 36" Insertion Line Stop	EA	$111,630.0000
SWR-177	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 0' - 4' ft Deep	EA	$16,250.0000
SWR-178	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 4' - 6' ft Deep	EA	$19,750.0000
SWR-179	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 6' - 8' ft Deep	EA	$24,885.0000
SWR-180	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 8' - 10' ft Deep	EA	$31,225.0000
SWR-181	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 10' - 12' ft Deep	EA	$40,750.0000
SWR-182	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 12' - 14' ft Deep	EA	$58,225.0000
SWR-183	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 14' - 16' ft Deep	EA	$79,750.0000
SWR-184	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 16' - 20' ft Deep	EA	$114,990.0000
SWR-185	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 0'- 4' ft Deep	EA	$16,250.0000
SWR-186	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 4'- 6' ft Deep	EA	$19,750.0000
SWR-187	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 6'- 8' ft Deep	EA	$24,885.0000

SWR-188	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 8'- 10' ft Deep	EA	$31,225.0000
SWR-189	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 10'- 12' ft Deep	EA	$40,750.0000
SWR-190	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 12'- 14' ft Deep	EA	$58,225.0000
SWR-191	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 14'- 16' ft Deep	EA	$79,750.0000
SWR-192	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 16'- 20' ft Deep	EA	$114,990.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Water Main

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

****Prices quoted in the Water Main Section are interchangeable with Reuse Water Lines and Raw Water lines as needed.**

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *
WTR-1	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of: 0' - 3' ft Deep	LF	$115.0000
WTR-2	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of: 3' - 6' ft Deep	LF	$185.0000
WTR-3	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$115.0000
WTR-4	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$185.0000
WTR-5	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of: 0' - 3' ft Deep	LF	$225.0000
WTR-6	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of: 3' - 6' ft Deep	LF	$315.0000
WTR-7	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$225.0000
WTR-8	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$315.0000
WTR-9	Furnish & Install Cement 4" Ductile Iron Pipe Water Main in Rear Easement	LF	$175.0000
WTR-10	Furnish & Install Cement 6" Ductile Iron Pipe Water Main in Rear Easement	LF	$185.0000
WTR-11	Furnish & Install Cement 4" Ductile Iron Pipe Water Main in Utility ROW	LF	$175.0000
WTR-12	Furnish & Install Cement 6" Ductile Iron Pipe Water Main in Utility ROW	LF	$185.0000
WTR-13	Furnish & Install Cement 8" Ductile Iron Pipe Water Main in Utility ROW	LF	$195.0000
WTR-14	Furnish & Install Cement 10" Ductile Iron Pipe Water Main in Utility ROW	LF	$200.0000
WTR-15	Furnish & Install Cement 12" Ductile Iron Pipe Water Main in Utility ROW	LF	$215.0000
WTR-16	Furnish & Install Cement 16" Ductile Iron Pipe Water Main in Utility ROW	LF	$220.0000
WTR-17	Furnish & Install Cement 20" Ductile Iron Pipe Water Main in Utility ROW	LF	$640.0000

WTR-18	Furnish & Install Cement 24" Ductile Iron Pipe Water Main in Utility ROW	LF	$980.0000
WTR-19	Furnish & Install Cement 30" Ductile Iron Pipe Water Main in Utility ROW	LF	$1,750.0000
WTR-20	Furnish & Install Cement 36" Ductile Iron Pipe Water Main in Utility ROW	LF	$3,650.0000
WTR-21	Furnish & Install Cement 42" Ductile Iron Pipe Water Main in Utility ROW	LF	$4,375.0000
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	$1,425.0000
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	$8,500.0000
WTR-24	Furnish & Install 4" Mega-Lug Joint Restraint for DIP	EA	$80.0000
WTR-25	Furnish & Install 6" Mega-Lug Joint Restraint for DIP	EA	$90.0000
WTR-26	Furnish & Install 8" Mega-Lug Joint Restraint for DIP	EA	$120.0000
WTR-27	Furnish & Install 10" Mega-Lug Joint Restraint for DIP	EA	$175.0000
WTR-28	Furnish & Install 12" Mega-Lug Joint Restraint for DIP	EA	$235.0000
WTR-29	Furnish & Install 14" Mega-Lug Joint Restraint for DIP	EA	$245.0000
WTR-30	Furnish & Install 16" Mega-Lug Joint Restraint for DIP	EA	$250.0000
WTR-31	Furnish & Install 24" Mega-Lug Joint Restraint for DIP	EA	$975.0000
WTR-32	Furnish & Install 30" Mega-Lug Joint Restraint for DIP	EA	$2,325.0000
WTR-33	Furnish & Install 36" Mega-Lug Joint Restraint for DIP	EA	$2,935.0000
WTR-34	Furnish & Install 42" Mega-Lug Joint Restraint for DIP	EA	$4,750.0000
WTR-35	Furnish & Install 4" Mega-Lug Joint Restraint for PVC - C900	EA	$80.0000
WTR-36	Furnish & Install 6" Mega-Lug Joint Restraint for PVC - C900	EA	$90.0000
WTR-37	Furnish & Install 8" Mega-Lug Joint Restraint for PVC - C900	EA	$120.0000
WTR-38	Furnish & Install 6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$190.0000
WTR-39	Furnish & Install 8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$200.0000
WTR-40	Furnish & Install 10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$300.0000
WTR-41	Furnish & Install 12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$400.0000
WTR-42	Furnish & Install 6" DIP Bell Joint Restraint	EA	$325.0000
WTR-43	Furnish & Install 8" DIP Bell Joint Restraint	EA	$525.0000
WTR-44	Furnish & Install 10" DIP Bell Joint Restraint	EA	$600.0000
WTR-45	Furnish & Install 12" DIP Bell Joint Restraint	EA	$925.0000
WTR-46	Furnish & Install 14" DIP Bell Joint Restraint	EA	$1,110.0000
WTR-47	Furnish & Install 16" DIP Bell Joint Restraint	EA	$1,200.0000
WTR-48	Furnish & Install 24" DIP Bell Joint Restraint	EA	$3,115.0000
WTR-49	Furnish & Install 30" DIP Bell Joint Restraint	EA	$5,550.0000
WTR-50	Furnish & Install 36" DIP Bell Joint Restraint	EA	$6,840.0000
WTR-51	Furnish & Install 42" DIP Bell Joint Restraint	EA	$9,875.0000
WTR-52	Furnish & Install 4" Gate Valve & Valve Box	EA	$2,775.0000
WTR-53	Furnish & Install 6" Gate Valve & Valve Box	EA	$4,550.0000
WTR-54	Furnish & Install 8" Gate Valve & Valve Box	EA	$7,725.0000
WTR-55	Furnish & Install 10" Gate Valve & Valve Box	EA	$9,235.0000
WTR-56	Furnish & Install 12" Gate Valve & Valve Box	EA	$17,225.0000
WTR-57	Furnish & Install 16" Gate Valve & Valve Box	EA	$28,250.0000
WTR-58	Furnish & Install 20" Gate Valve & Valve Box	EA	$36,175.0000
WTR-59	Furnish & Install 24" Gate Valve & Valve Box	EA	$57,285.0000
WTR-60	Furnish & Install 36" Gate Valve & Valve Box	EA	$94,345.0000
WTR-61	Furnish & Install 12" Butterfly Valve & Valve Box	EA	$8,775.0000
WTR-62	Furnish & Install 16" Butterfly Valve & Valve Box	EA	$12,345.0000
WTR-63	Furnish & Install 24" Butterfly Valve & Valve Box	EA	$23,050.0000
WTR-64	Furnish & Install 30" Butterfly Valve & Valve Box	EA	$45,775.0000
WTR-65	Furnish & Install 36" Butterfly Valve & Valve Box	EA	$69,785.0000
WTR-66	Furnish & Install 42" Butterfly Valve & Valve Box	EA	$99,845.0000
WTR-67	Furnish & Install 6" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$8,850.0000
WTR-68	Furnish & Install 6" x 4" Tapping Sleeve w/Valve & Valve Box	EA	$7,850.0000
WTR-69	Furnish & Install 8" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$9,850.0000
WTR-70	Furnish & Install 8" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$11,850.0000
WTR-71	Furnish & Install 12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$16,850.0000
WTR-72	Furnish & Install 12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$18,850.0000

WTR-73	Furnish & Install 4" Insertion Valve w/Value Box	EA	$17,330.0000
WTR-74	Furnish & Install 6" Insertion Valve w/Value Box	EA	$20,420.0000
WTR-75	Furnish & Install 8" Insertion Valve w/Value Box	EA	$23,660.0000
WTR-76	Furnish & Install 10" Insertion Valve w/Value Box	EA	$36,360.0000
WTR-77	Furnish & Install 12" Insertion Valve w/Value Box	EA	$42,790.0000
WTR-78	Furnish & Install 16" Insertion Valve w/Value Box	EA	$90,190.0000
WTR-79	Furnish & Install 20" Insertion Valve w/Value Box	EA	$135,120.0000
WTR-80	Furnish & Install 24" Insertion Valve w/Value Box	EA	$156,300.0000
WTR-81	Furnish & Install 4" Insertion Line Stop	EA	$16,980.0000
WTR-82	Furnish & Install 6" Insertion Line Stop	EA	$19,250.0000
WTR-83	Furnish & Install 8" Insertion Line Stop	EA	$21,520.0000
WTR-84	Furnish & Install 10" Insertion Line Stop	EA	$23,310.0000
WTR-85	Furnish & Install 12" Insertion Line Stop	EA	$24,840.0000
WTR-86	Furnish & Install 16" Insertion Line Stop	EA	$35,210.0000
WTR-87	Furnish & Install 20" Insertion Line Stop	EA	$42,180.0000
WTR-88	Furnish & Install 24" Insertion Line Stop	EA	$61,870.0000
WTR-89	Furnish & Install 36" Insertion Line Stop	EA	$111,630.0000
WTR-90	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	$16,500.0000
WTR-91	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	$16,500.0000
WTR-92	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	$15,900.0000
WTR-93	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	$15,900.0000
WTR-94	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	$15,900.0000
WTR-95	Fire Hydrant Extensions	EA	$2,750.0000
WTR-96	Bollards for Fire Hydrant	EA	$850.0000
WTR-97	Sample Points w/double strap saddle & corp stop	EA	$1,200.0000
WTR-98	Sample Points on Fire Hydrants	EA	$400.0000
WTR-99	2" Blowoff piping with box	EA	$1,200.0000
WTR-100	Water Main 1" Air Release Valve w/Manhole	EA	$7,500.0000
WTR-101	Short Single service (1-1/2" Poly) (up to 10' long)	EA	$3,250.0000
WTR-102	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	$3,875.0000
WTR-103	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	$4,250.0000
WTR-104	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	$4,875.0000
WTR-105	Sample Point for bacteriological test	EA	$550.0000
WTR-106	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	$4,250.0000
WTR-107	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	$9,775.0000
WTR-108	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	$27,750.0000
WTR-109	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	EA	$35,750.0000
WTR-110	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	$45,500.0000
WTR-111	Asbestos-Cement (AC): Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Stormwater

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *

STM-1	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-2	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$325.0000
STM-3	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-4	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$325.0000
STM-5	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of: 0' - 6' ft Deep	LF	$415.0000
STM-6	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of: 6' - 8' ft Deep	LF	$625.0000
STM-7	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$415.0000
STM-8	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$625.0000
STM-9	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 0' - 6' ft Deep	LF	$875.0000
STM-10	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 6' - 8' ft Deep	LF	$1,475.0000
STM-11	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 8' - 10' ft Deep	LF	$1,675.0000
STM-12	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$875.0000
STM-13	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$1,475.0000
STM-14	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,675.0000
STM-15	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$1,275.0000
STM-16	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$1,875.0000
STM-17	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$3,275.0000
STM-18	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$1,275.0000
STM-19	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$1,875.0000
STM-20	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 8' - 20' ft Deep	LF	$5,275.0000
STM-21	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$3,500.0000
STM-22	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$4,500.0000
STM-23	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$6,500.0000
STM-24	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$8,500.0000
STM-25	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 12' - 15' ft Deep	LF	$9,500.0000
STM-26	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$135.0000
STM-27	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$275.0000
STM-28	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$135.0000
STM-29	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$275.0000
STM-30	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$315.0000
STM-31	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$425.0000
STM-32	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$315.0000
STM-33	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$425.0000

STM-34	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-35	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-36	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-37	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-38	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-39	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-40	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-41	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-42	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-43	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-44	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-45	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-46	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-47	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$800.0000
STM-48	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-49	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-50	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-51	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$800.0000
STM-52	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0'- 6' ft Deep	LF	$3,450.0000
STM-53	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6'- 8' ft Deep	LF	$7,450.0000
STM-54	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8'- 10' ft Deep	LF	$9,450.0000
STM-55	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10'- 15' ft Deep	LF	$12,750.0000
STM-56	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$3,450.0000
STM-57	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$7,450.0000
STM-58	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$9,450.0000
STM-59	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 15' ft Deep	LF	$12,750.0000
STM-60	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$4,250.0000
STM-61	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$6,850.0000
STM-62	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$9,850.0000
STM-63	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10' - 15' ft Deep	LF	$12,750.0000
STM-64	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$4,250.0000
STM-65	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$6,850.0000
STM-66	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$9,850.0000

STM-67	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 15' ft Deep	LF	$12,750.0000
STM-68	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-69	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$375.0000
STM-70	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-71	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$375.0000
STM-72	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$325.0000
STM-73	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$475.0000
STM-74	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$325.0000
STM-75	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$475.0000
STM-76	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$615.0000
STM-77	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$925.0000
STM-78	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$615.0000
STM-79	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$925.0000
STM-80	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$750.0000
STM-81	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$950.0000
STM-82	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$750.0000
STM-83	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$950.0000
STM-84	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$17,025.0000
STM-85	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$19,750.0000
STM-86	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$25,775.0000
STM-87	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$35,500.0000
STM-88	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$44,750.0000
STM-89	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 0' - 4' ft Deep	EA	$17,025.0000
STM-90	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 4' - 6' ft Deep	EA	$19,750.0000
STM-91	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 6' - 8' ft Deep	EA	$25,775.0000
STM-92	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 8' - 10' ft Deep	EA	$35,500.0000
STM-93	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 10' - 12' ft Deep	EA	$44,750.0000
STM-94	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$19,750.0000

STM-95	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$25,500.0000
STM-96	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$36,500.0000
STM-97	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$46,500.0000
STM-98	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$55,500.0000
STM-99	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 0' - 4' ft Deep	EA	$19,750.0000
STM-100	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 4' - 6' ft Deep	EA	$25,500.0000
STM-101	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 6' - 8' ft Deep	EA	$36,500.0000
STM-102	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 8' - 10' ft Deep	EA	$46,500.0000
STM-103	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 10' - 12' ft Deep	EA	$55,500.0000
STM-104	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$13,750.0000
STM-105	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$20,500.0000
STM-106	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$26,500.0000
STM-107	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$37,500.0000
STM-108	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft deep	EA	$13,750.0000
STM-109	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft deep	EA	$20,500.0000
STM-110	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft deep	EA	$26,500.0000
STM-111	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$37,500.0000
STM-112	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$13,750.0000
STM-113	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$20,500.0000
STM-114	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$26,500.0000
STM-115	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$37,500.0000
STM-116	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$42,500.0000
STM-117	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$60,000.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Restoration

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
R-1	Removal and disposal of 6" thick concrete	SF	$26.7500
R-2	Furnish & Install 4" Concrete without wire	SF	$36.7500
R-3	Furnish & Install 6" Concrete without wire	SF	$78.5000
R-4	Furnish & Install ADA compliant detectable surface	EA	$915.0000
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	$148.5000
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	$168.5000
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	$174.5000
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	$194.5000
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	$210.0000
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	$245.0000
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	$4.2500
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	$0.7500
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	$5.6500
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	$0.8500
R-15	Furnish & Install FDOT seed & mulch mix	SY	$68.7500
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	$62.5000
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	$58.0000
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	$65.0000
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	$65.0000
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	$67.0000
R-21	Furnish and Install 1" Type S-III Surface Course	SY	$95.0000
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	$125.0000
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	$227.0000
R-24	FDOT Flowable Fill (Excavatable)	CY	$985.0000
R-25	Leak Repairs (structures) - Grouting	GAL	$825.0000
R-26	Ground Stabilization Grouting	CY	$975.0000
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	$36.0000
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	$99.7500
R-29	12" Compacted Subgrade, 98% T-180	SY	$41.1500
R-30	Adjust manhole ring and cover to grade	EA	$1,975.0000
R-31	Adjust valve box to grade	EA	$1,750.0000
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	$86.2500

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Bypass Pump Set Up with Bypass Pumping

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
BP-1	Bypass 8" Sewer Set Up	EA	$525.0000
BP-2	Bypass 10" to 12" Sewer Set Up	EA	$1,850.0000
BP-3	Bypass 15" to 18" Sewer Set Up	EA	$3,675.0000
BP-4	Bypass 24" Sewer Set Up	EA	$9,500.0000
BP-5	Bypass 4" Pump Including Monitoring	DAY	$1,575.0000
BP-6	Bypass 6" Pump Including Monitoring	DAY	$4,950.0000
BP-7	Bypass 8" Pump Including Monitoring	DAY	$8,750.0000
BP-8	Bypass 10" Pump Including Monitoring	DAY	$9,775.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Well Point System and De-watering

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	$4,450.0000
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	$2,750.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Imported Backfill & Removal of In-Situ Material

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	$165.0000
BF-2	Imported Backfill & Compaction	CY	$245.0000

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #1

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #1 -

EMERGENCY REPAIR: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system (180 well points) to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill, and restore 2,600 SF of Floratam sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-1	Emergency Mobilization Rear Easement	1	$1,000.0000	$ 1,000.00
GC-8	MOT Residentail Street	0.5	$315.0000	$ 157.50
GC-12	Density Tests	3	$18.0000	$ 54.00
GC-13	Proctor Tests	1	$75.0000	$ 75.00
SWR-12	8-Inch PVC C-900 Sewer, Rear Easement 16-20' Cut	10	$700.0000	$ 7,000.00
SWR-101	Reconstruct 6-Inch Sewer Lateral Single	0.5	$6,000.0000	$ 3,000.00
R-14	Floratam Sod	2600	$0.8500	$ 2,210.00
R-16	Water and Irrigate Sod	2.5	$62.5000	$ 156.25
BP-1	Bypass 8-Inch Set Up	1	$525.0000	$ 525.00
BP-5	Bypass 4-Inch Pump	1	$1,575.0000	$ 1,575.00
WP-2	Well Point System	0.75	$2,750.0000	$ 2,062.50
			Subtotal:	$ 17,815.25

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #2

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #2 -

EMERGENCY REPAIR: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy-lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT-approved asphalt and 1,500 SF of Bahia sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization R-O-W	1	$1,000.0000	$ 1,000.00
GC-10	MOT FDOT	1	$2,025.0000	$ 2,025.00
GC-12	Density Tests	5	$18.0000	$ 90.00
GC-13	Proctor Tests	2	$75.0000	$ 150.00
SWR-90	16-Inch DIP Epoxy FM	6	$225.0000	$ 1,350.00
SWR-103	DI Fittings for Wastewater	0.08	$9,000.0000	$ 720.00
SWR-110	16-Inch Megalugs	4	$250.0000	$ 1,000.00
R-12	Bahia Sod Replacement	1500	$0.7500	$ 1,125.00
R-16	Water and Irrigate Sod	1.5	$62.5000	$ 93.75
R-20	FDOT Asphalt SP-12.5 1 5/8 Inch	44	$67.0000	$ 2,948.00
R-27	Limerock-Primed	44	$36.0000	$ 1,584.00
			Subtotal:	$ 12,085.75

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #3

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #3 -

SCHEDULED REPAIR: Excavate and dewater with well point system (100 well points) to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-4	Mobilization R-O-W	1	$1,000.0000	$ 1,000.00
GC-8	MOT Residential Street	1	$315.0000	$ 315.00
GC-12	Density Tests	4	$18.0000	$ 72.00
GC-13	Proctor Tests	1	$75.0000	$ 75.00
STM-47	48-Inch CAP 10/12' Cut	20	$800.0000	$ 16,000.00
R-12	Bahia Sod Replacement	3000	$0.7500	$ 2,250.00
R-16	Water and Irrigate Sod	1.5	$62.5000	$ 93.75
WP-1	Well Point System	0.5	$4,450.0000	$ 2,225.00
			Subtotal:	$ 22,030.75

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #4

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #4 -

EMERGENCY REPAIR: 16-inch water main break in FDOT roadway. Repair 16-inch water main break that is 5 feet deep, 40-feet section of 16-inch DIP, and approved fittings. Backfill excavation in 12-inch lifts with FDOT-approved rock. Restore 1,000 SF of asphalt, including milling and overlay.

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization R-O-W	1	$1,000.0000	$ 1,000.00
GC-10	MOT FDOT	1	$2,025.0000	$ 2,025.00
GC-12	Density Tests	5	$18.0000	$ 90.00
GC-13	Proctor Tests	2	$75.0000	$ 150.00
WTR-16	16-Inch DIP Water Main R-O-W	40	$220.0000	$ 8,800.00
WTR-23	DI Fittings for WM	0.07	$8,500.0000	$ 595.00
R-18	Mill FDOT Asphalt	111	$65.0000	$ 7,215.00
R-19	Asphalt Overlay	111	$65.0000	$ 7,215.00
R-20	Asphalt Patch SP12.5 1 5/8-Inch	111	$67.0000	$ 7,437.00
R-27	Limerock-Primed	111	$36.0000	$ 3,996.00
			Subtotal:	$ 38,523.00

Summary Table

Bid Form	Amount
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #1	$ 17,815.25
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #2	$ 12,085.75
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #3	$ 22,030.75
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #4	$ 38,523.00
Subtotal Contract Amount:	$ 90,454.75

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No	CERTIFIED SBE-CBE by BROWARD cOUNTY and PALM BEACH COUNTY	
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	Yes	CERTIFIED SBE-CBE SMALL BUSINESS	
Issuing organization name	Input response in comments box to the right	BROWARD COUNTY and PALM BEACH COUNTY CERTIFIED SMALL BUSINESS SBE-CBE	*
Date of Issuance	Input response in comments box to the right	BROWARD 12-02-2000 PALM BEACH 10-20-2001	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No	Twenty-Five Years (25)	CUCO57343 FLORIDA UNDERGROUNG UTILITY CONTRACTOR

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Madsen/Barr Corporation has been awarded and performed this Boynton Beach Contract for over the last Ten Years. Our Current Contract is in an Extension Mode for 6 Months or until November 2024. Contract #019-2821-19/IT, "Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems".

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City will apply no points toward the evaluation criteria.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	City of Boca Raton	City of Coconut Creek	Broward County
Scope of Work:	"Pressure Pipe, Insert Valve and Line Stop Repair and Installation"	"Rehabilitation Repairs New Construction Services for Water Distribution and Wastewater Conveyance Utility Systems"	1.) "Pipe and Valve Maintenance and Installations" 2.) "Emergency Installations and Repair Services"
Project Location:	Contract #022-020	Contract #02-21-18-11	1.) Contract IND2122857B1 2.) Contract PNC2122870B1
Project Lead/Manager:	Ms. Lisa Wilson-Davis, Operations Manager	Mr. Chad Hancock, Superintendent	Mr. Clive Haynes, Assistant Director
Cost of Service:	+$12,000,000.00	+$2,333,338.90	1.) $1,785,000.00 2.) $ 734,950.00
Start Date of Service:	February 1, 2023	May 10, 2018	1.) February 12, 2022 2.) December 14, 2021
End Date of Service:	February 1, 2028	November 10, 2024	1.) February 12, 2025 2.) December 14, 2024
Contact Person:	Ms. Lisa Wison-Davis, Operations Manager	Mr. Chad Hancock, Superintendent	Mr. Clive Haynes, Assistant Director
Title:	Operations and Compliance Manager	Superintendent	Assistant Director
Email:	lwilsondavis@myboca.us lwilsondavis@ci.boca-raton.fl.us	chancock@coconutcreek.net	chaynes@broward.org
Phone #:	Office 561-338-7310 Cell 561-239-8229	Office 954-973-6786 Cell 954-448-9066	Office 954-831-0851 Cell 954-553-0183

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract
Johnson-Davis Inc.	604 Hillbrath Drive Lantana, Fl. 33462	Excavations	CUC043087	Unknown	5%
Triple Nickel Paving	1300 N.W. 18th Street Pompano Beach, Fl. 33069	Asphalt Paving	n/a	Unknown	5%
Foster Marine, Inc. Florida Flow Control	3180 Fairlane Farms Rd. Wellington, Fl. 33414	Excavations, Line Stops and Insertion Valves.	CUC057357	Unknown	5%

Documents

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

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

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

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - BB UTL24-060 BID FORM & BID BOND DOCUMENTS_001050.pdf - Thursday August 15, 2024 12:41:46
- Bidder's Qualification Statement - BB UTL24-060 QUALIFICATION STATEMENT_001051.pdf - Thursday August 15, 2024 12:44:33
- Anti-Kickback Affidavit - BB UTL24-060 ANTI-KICKBACK AFFIDAVIT_001052.pdf - Thursday August 15, 2024 12:47:37
- Non-Collusion Affidavit of Proposer - BB UTL24-060 NON-COLLUSION AFFIDAVIT_001053.pdf - Thursday August 15, 2024 12:49:49
- Certification Pursuant to Florida Statute § 287.135 - BB UTL24-060 CERTIFICATION STATUTE 287.135_001054.pdf - Thursday August 15, 2024 12:53:30
- Certificates, Licenses (Underground Utility License), Business Permits, and W-9 - BB UTL24-060 CERTIFICATIONS, LICENSE, LBTR, W-9_001055.pdf - Thursday August 15, 2024 12:57:11
- Warranties - BB UTL24-060 WARRANTIES_001056.pdf - Thursday August 15, 2024 12:59:35
- Trench Safety Act Affidavit - BB UTL24-060 TRENCH SAFETY AFFIDAVIT_001057.pdf - Thursday August 15, 2024 13:01:43
- E-Verify Form Under Section § 448.095 Florida Statutes - BB UTL24-060 E-VERIFY SECTION 448.095_001058.pdf - Thursday August 15, 2024 13:04:20
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - BB UTL24-060 AFFIDAVITS FOREIGN ENTITY LAW and ANTI-HUMAN TRAFFICKING_001059.pdf - Thursday August 15, 2024 13:08:29
- Additional Document - BB UTL24-060 COST ESTIMATES SCENARIO'S 1-2-3-4_001073.pdf - Monday August 26, 2024 16:22:44

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required, if applicable, upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - BB UTL24-060 BID BOND_001061.pdf - Thursday August 15, 2024 13:15:06

SPECIAL TERMS & CONDITIONS

PURPOSE: The purpose of this bid is to seek a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Repairs will be made to the City's Water Distribution, Wastewater Collection, and Storm Water Systems and generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt, and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and surrounding service areas.

The City of Boynton Beach is seeking the services of a qualified Contractor/Vendor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

AWARD: At bid submittal, the Vendor must submit price proposal responses for the four (4) scenarios listed in the **Scheduled & Emergency Repair Scenarios** (Attachment "B"). The price proposal for each scenario must be prepared with the pricing submitted in the **Schedule of Bid Items** form (Attachment "A"). Bidders shall be deemed non-responsive if the **Scheduled & Emergency Repair Scenarios** are incomplete or contain errors. The Bids will be evaluated based on the price proposals submitted for each of the four (4) scenarios.

Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. The City reserves the right to automatically renew the agreement for three (3) additional one (1) year renewals subject to vendor acceptance, and satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. Agreement renewals are only effective and valid if in writing and executed by the City's Finance Director or Designee.

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final invoice.” The City will accept partial deliveries. The invoice shall contain the Bidder’s Federal Employer Identification Number.

The City’s terms of payment, unless otherwise stated in the Contract Documents are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor’s Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.
b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times. The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.
c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect and agent, servant or employee of the City.
d. Any performance or non-performance issues noted by the Project Manager or their representative(s) will be brought to the attention of the Vendor through the use of the **Performance Evaluation Form**, see Attachment ‘D’. The Project Manager or their representative(s) will conduct annual performance evaluations based on areas serviced under this contract/agreement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.
b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.
b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work or other Vendors and to acts or operations of the City, and shall properly join his work to existing or new construction.
c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed, all machinery, equipment surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - John Barr, President, Madsen Barr Corporation
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Wed August 28 2024 01:14 PM	☑	1
Addendum No. 2 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Thu August 22 2024 01:34 PM	☑	2
Addendum No. 1 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Wed August 14 2024 08:52 PM	☑	4

BID FORM

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS to furnish, install and provide all labor for **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS** on an 'as needed basis'.

Submitted By: MADSEN-BARR CORP. (VENDOR) Date: AUGUST 26, 2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda. Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person	JOHN BARR
Business Address	12113 INDIAN MOUND RD.
City, State, Zip Code	WELLINGTON, FL. 33449
Business Phone Number	954.401.6758
Email Address	johnbarr@madsenbarr.com
Cell Phone Number	954.401.6758

6. Other pertinent information is as follows:

License Number (Please Attach Copy)	STATE OF FLORIDA (CUC057343)
Federal Tax ID#	65.1032119
Federal Employment ID #	N/A

Submitted on this 26 day of AUGUST, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of VENDOR N/A

By _____

b. (If a corporation)

(Affix Seal)

MADSEN/BARR CONSTRUCTION CORPORATION SEAL 2000 FLORIDA

Signature of VENDOR _____

By JOHN BARR, PRESIDENT

Attested by Secretary _____

NICK ERRO

Incorporated under the laws of the State of FLORIDA.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that MADSEN/BARR CORPORATION as Principal, and WESTERN SURETY COMPANY, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of FIVE PERCENT OF THE AMOUNT BID Dollars ($5%----------) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated AUGUST 26, 2024, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 7TH day of AUGUST, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

MADSEN/BARR CORPORATION
Name of Firm

WITNESS:

SECRETARY - NICK ERRO

Signature of Authorized Officer (affixed seal)

PRESIDENT
Title

12113 INDIAN MOUND ROAD
Business Address

WELLINGTON, FL 33449
City and State

SURETY:

WESTERN SURETY COMPANY
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal) D. W. MATSON III

500 COLONIAL CENTER PARKWAY, STE. 400
Business Address

LAKE MARY, FL 32746
City and State

MATSON-CHARLTON SURETY GROUP
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, NICK ERRO, certify that I am the Secretary of the Corporation named as Principal in the within bond; that JOHN BARR who signed the such Bid Bond on behalf of the Principal, was then PRESIDENT of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)
NICK ERRO

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ✓physical presence or ___online notarization NICK ERRO to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the MADSEN-BARR CORP. and that they have been authorized by JOHN BARR, PRESIDENT to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: MADSEN/BARR CORPORATION

Name: _____

Address: 12113 INDIAN MOUND ROAD

City/ State: WELLINGTON, FL ZIP: 33449

Phone: 954-401-6758

Bond Amount: FIVE PERCENT OF THE AMOUNT BID

SURETY BOND COMPANY:

Name: WESTERN SURETY COMPANY

Address: 500 COLONIAL CENTER PARKWAY, STE. 400

City/ State: LAKE MARY, FL ZIP: 32746

Phone: 407-804-7133

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current 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.

AUGUST 7, 2024
Date

Agent and Attorney-in-Fact
D. W. MATSON III

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

D W Matson III, John W Charlton, Individually

of Coral Gables, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of July, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 3rd day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7TH day of AUGUST. 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BIDDER'S QUALIFICATION STATEMENT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Check One

Corporation	✓
Partnership	
Individual	
Other	

Submitted By:
Name: MADSEN-BARR CORP. (JOHN BARR)
Address: 12113 INDIAN MOUND ROAD
City, State, Zip: WELLINGTON, FL. 33449
Telephone No.: 954.401.6758
Email Address.: johnbarr@madsenbarr.com

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Vendor is: MADSEN-BARR CORPORATION

The address of the principal place of business is:
12113 INDIAN MOUND ROAD
WELLINGTON, FL. 33449

2. If Vendor is a corporation, answer the following:

a. Date of Incorporation: OCTOBER 1, 2000
b. State of Incorporation: FLORIDA
c. President's name: JOHN BARR
d. Vice President's name: JEB BARR
e. Secretary's name: NICK ERRO
f. Treasurer's name: NICK ERRO
g. Name and address of Resident Agent: JOHN BARR
12113 INDIAN MOUND ROAD, WELLINGTON, FL. 33449

3. If Vendor is an individual or a partnership, answer the following:

a. Date of organization: N/A

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b. Name, address, and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. What is the last project of this nature that you have completed?

CITY OF BOYNTON BEACH · CONTRACT # 019.2021.19/IT "RETROFIT AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORMWATER UTILITY SYSTEMS."

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

7. How many years has your organization been in business under its present business name?

24 YRS.

Under what other former names has your organization operated?

NONE

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?

NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

JOHN BARR, UNIVERSITY OF ALABAMA 1976 BSCE

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

FLORIDA UNDERGROUND UTILITY CONTRACTOR. CUC057343

11. Will you sublet any part of this WORK? If so, give details.

ASPHALT PAVING, FDOT ASPHALT TRIPLE NICKEL PAVING, INC.

12. State the name and address of the Attorney, if any, for the business.

NONE

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

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NONE

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:
NONE

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:
NO

16. What will be your turnaround time for written responses to the City's inquires?
IMMEDIATELY

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☑ NO ☐

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
N/A

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.
NONE

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
NONE

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.
NO

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1
BANK OF BELLE GLADE, MR. STEVE PRIELOZNY, PRESIDENT
108 S.E. AVE. D, BELLE GLADE, FL. 33430, 561.996.6711

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	$6,800,000.- #7
b.	Non-Governmental Related Work	-0-
	Total Work (a +b):	$6,800,000.- #7

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million ← #7
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
JOHN BARR AND NICK ERRO MONITOR ALL COMPANY ACTIVITIES.

25. Provide a description of quality assurance/quality control management methods.
JOHN BARR AND NICK ERRO MONITOR ALL COMPANY ACTIVITIES

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by _____, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me
This 26 day of AUGUST, 2024.

Notary Public (Signature)

My Commission Expires: 3/4/28

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____ JOHN BARR
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Sworn and subscribed before me
this 26 day of AUGUST, 2024

Printed Information:

JOHN BARR
NAME

PRESIDENT
TITLE

MADSEN-BARR CORP.
COMPANY

_____
NOTARY PUBLIC, State of Florida at Large

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)

County of PALM BEACH)

JOHN BARR, being first duly sworn, deposes and says that:

1) He is PRESIDENT (Title) of MADSEN-BARR CORP. (Name of Corporation or Integrator), the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor 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 Vendor, integrator 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 communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach 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 Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	

Witnesses:

Typed name: NICK ERRO

Typed name: NINA BARR

VENDOR:

Signed:

Name: JOHN BARR

Title: PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me

This 26 day of AUGUST, 2024

Notary Public (Signature)

My Commission Expires: 3/4/28

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

(Signed)

(Title) PRESIDENT

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

I, JOHN BARR, PRESIDENT, on behalf of MADSEN-BARR CORP. certify

Print Name and Title — Company Name

that MADSEN-BARR CORP. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran

Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

MADSEN-BARR CORP.

COMPANY NAME

SIGNATURE

JOHN BARR

PRINT NAME

PRESIDENT

TITLE

AUGUST 26, 2024

DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me
This 26 day of AUGUST, 2024

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

Notary Public (Signature)

3/4/28

My Commission Expires:

652

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BARR, JOHN JEFFREY

MADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
WELLINGTON FL 33449

LICENSE NUMBER: CUC057343

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/03/2024

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.

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****
12113 INDIAN MOUND ROAD
LAKE WORTH, FL 33467

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	BARR JOHN J	CUC057343	B23.658604 07/12/2023	$27.50	B40107882

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

MADSEN-BARR CORPORATION
MADSEN-BARR CORPORATION
12113 INDIAN MOUND RD
WELLINGTON FL 33449-8220

14
7 - 3098

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200318289
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

BROWARD COUNTY FLORIDA

Office of Economic and Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

This Certificate is Awarded to:

MADSEN/BARR CORPORATION

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

County Business Enterprise
Small Business Enterprise
Anniversary Date: December 2nd

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Madsen-Barr Corporation

Vendor # **MADS0007**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

October 20, 2021 to October 19, 2024

The following services and/or products are covered under this certification:

Construction, Utility/Underground Projects; Excavation Services; Maintenance and Repair, Utility/Underground Projects

Allen Gray, Manager
09/16/2021

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MADSEN - BARR CORPORATION

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12113 INDIAN MOUND ROAD

Requester's name and address (optional)

City, state, and ZIP code
WELLINGTON, FL 33449

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
65 - 1032119

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ AUG. 26, 2024

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

WARRANTIES

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Vendor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Vendor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Vendor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Vendor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

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9. That this Warranty is included in exposures for which the Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Vendor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 26 day of AUGUST, 2024.

(SEAL)

VENDOR:

By _____
JOHN BARR
PRESIDENT

ATTEST:

_____
Secretary NICK ERRS

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TRENCH SAFETY ACT AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Vendor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

MADSEN-BARR CORP.

Name of Proposer

JOHN BARR

Authorized Signature of Proposer

PRESIDENT

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me
This 26 day of AUGUST, 2024

Jodi Feliu
Notary Public (Signature)

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

My Commission Expires: 3/4/28

(Signed) JOHN BARR

(Title) PRESIDENT

MADEIRA BEACH CORPORATE SEAL 2000 FLORIDA

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
STEEL PLATES	EA	10	$2500.-	$25,000.-	SHORING
TRENCH BOXES	EA	3	$3000.-	$9,000.-	TRENCH SHIELD

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS**

Solicitation No.: **UTL24-060**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) 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.

e) If the 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.

Company Name:	MADSEN - BARR CORPORATION
Authorized Signature:	
Print Name:	JOHN BARR
Title	PRESIDENT
Date:	AUGUST 26, 2024
Phone:	954.401.6753

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by JOHN BARR on behalf of MADSEN-BARR CORP. He/she is personally known to me or has produced KNOWN TO ME as identification.

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC

Jodi Feliu
(Name of Notary Typed, Printed or Stamped)

Notary
Title or Rank

HH498289
Serial number, if any

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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: AUG. 26, , 2024

Entity: MADSEN-BARR CORP.

Signed: _____

Name: JOHN BARR

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by JOHN BARR, as PRESIDENT for MADSEN-BARR CORPORATION, who is personally known to me or who has produced KNOWN TO ME as identification.

Notary Public Signature: _____

Print Name: Jodi Feliu

State of Florida at Large (Seal)

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

My commission expires: 3/4/28

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: AUGUST 26, 2024

Entity: MADSEN-BARR CORP

Signed: _____

Name: JOHN BARR

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by JOHN BARR, as PRESIDENT for MADSEN-BARR CORPORATION, who is personally known to me or who has produced KNOWN TO ME as identification.

Notary Public Signature: _____

Print Name: Jodi Feliu

State of Florida at Large (Seal)

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

My commission expires: 3/4/28

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BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that MADSEN/BARR CORPORATION as Principal, and WESTERN SURETY COMPANY, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of FIVE PERCENT OF THE AMOUNT BID Dollars ($5%----------) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated AUGUST 26, 2024, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 7TH day of AUGUST, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

MADSEN/BARR CORPORATION
Name of Firm

WITNESS:

SECRETARY - NICK ERRO

Signature of Authorized Officer (affixed seal)

PRESIDENT
Title

12113 INDIAN MOUND ROAD
Business Address

WELLINGTON, FL 33449
City and State

SURETY:

WESTERN SURETY COMPANY
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal) D. W. MATSON III

500 COLONIAL CENTER PARKWAY, STE. 400
Business Address

LAKE MARY, FL 32746
City and State

MATSON-CHARLTON SURETY GROUP
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, NICK ERRO, certify that I am the Secretary of the Corporation named as Principal in the within bond; that JOHN BARR who signed the such Bid Bond on behalf of the Principal, was then PRESIDENT of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)

NICK ERRO

MARSH BARR CORPORATION CORPORATE SEAL 1960 FLORIDA

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ✓ physical presence or ___ online notarization NICK ERRO to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the MARSH-BARR CORP. and that they have been authorized by JOHN BARR, PRESIDENT to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: MADSEN/BARR CORPORATION

Name: _____

Address: 12113 INDIAN MOUND ROAD

City/ State: WELLINGTON, FL ZIP: 33449

Phone: 954-401-6758

Bond Amount: FIVE PERCENT OF THE AMOUNT BID

SURETY BOND COMPANY:

Name: WESTERN SURETY COMPANY

Address: 500 COLONIAL CENTER PARKWAY, STE. 400

City/ State: LAKE MARY, FL ZIP: 32746

Phone: 407-804-7133

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current 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.

AUGUST 7, 2024
Date

Agent and Attorney-in-Fact
D. W. MATSON III

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

D W Matson III, John W Charlton, Individually

of Coral Gables, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of July, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 3rd day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; 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 corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7TH day of AUGUST, 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO # 1)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. THORLEY JOHNSON, SUPERVISOR WASTEWATER

CC: MR. TREMAINE JOHNSON, DEPUTY DIRECTOR UTILITIES

SUBJECT: CITY of BOYNTON BEACH
8-INCH SEWER MAIN REPAIR (16 VF)
EMERGENCY REPAIR DAMAGED MAIN LINE SEWER REAR EASEMENT.

SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewatering (Well Point System), Trench Safety, By-pass Sewer Operations, Excavations, Repair damaged 8-Inch Sewer Main, Reconnect Sewer Lateral Single, Backfill, Compact, Restoration of all, Demobilize.

LOCATION: SCENARIO # 1

CONTRACT: CITY of BOYNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

P.O. NUMBER: PENDING

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-1	Emergency Mobilization(Rear Esm't)	1	LS	$ 1,000.00	$ 1,000.00
GC-8	M.O.T. Residential Street	.5	EA.	$ 315.00	$ 157.50
GC-12	Density Tests	3	EST.	$ 18.00	$ 54.00
GC-13	Proctor Tests	1	EST.	$ 75.00	$ 75.00
SWR-12	8-Inch Sewer Repair (Rear) 16-20'Cut	10	LF	$ 700.00	$ 7,000.00
SWR-101	Reconnect 6-Inch Sewer Lateral	.5	EA.	$ 6,000.00	$ 3,000.00
R-14	Floratam Sod restoration	2600	SF	$ 0.85	$ 2,210.00
R-16	Water and Irrigate Sod	2.5	HR.	$ 62.50	$ 156.25
BP-1	By-Pass 8" Sewer Set Up	1	EA.	$ 525.00	$ 525.00
BP-5	By-Pass 4" Pump Including Monitoring	1	DAY	$ 1,575.00	$ 1,575.00
WP-2	Well Point System	0.75	DAY	$ 2,750.00	$ 2,062.50

TOTAL COST ESTIMATE ********** **$ 17,815.25**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO #2)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. BRANDON MINGO, SUPERVISOR WATER

CC: MR. TREMAINE JOHNSON, OPERATIONS MANAGER

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR 16-INCH DIP WATER MAIN (40 LF) FDOT R-O-W

SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewater, Trench Safety, Excavations, Repair damaged 16-Inch DIP Water Main, Backfill, Compact, Restoration of all, Demobilize.

LOCATION: SCENARIO # 2

CONTRACT: CITY of BO YNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

P.O. NUMBER: PENDING

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization(R-O-W)	1	LS	$ 1,000.00	$ 1,000.00
GC-10	M.O.T. FDOT	1	EA.	$ 2,025.00	$ 2,025.00
GC-12	Density Tests	5	EST.	$ 18.00	$ 90.00
GC-13	Proctor Tests	2	EST.	$ 75.00	$ 150.00
SWR-90	16-Inch Sewer FM DIP Epoxy (R-O-W)	6	LF	$ 225.00	$ 1,350.00
SWR-103	DI Fittings for Wastewater	.08	TN	$ 9,000.00	$ 720.00
SWR-110	16-Inch Megalugs	4	EA.	$ 250.00	$ 1,000.00
R-12	Bahia Sod Restoration	1500	SF	$ 0.75	$ 1,125.00
R-16	Water and Irrigate Sod	1.5	HR.	$ 62.50	$ 93.75
R-20	FDOT Asphalt SP 12.5 1 5/8-Inch	44	SY	$ 67.00	$ 2,948.00
R-27	Limerock – Primed	44	SY	$ 36.00	$ 1,584.00

TOTAL COST ESTIMATE ********** **$ 12,085.75**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO #3)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. THORLEY JOHNSON, SUPERVISOR WASTEWATER
CC: MR. TREMAINE JOHNSON, DEPUTY DIRECTOR UTILITIES
SUBJECT: CITY of BOYNTON BEACH
REPAIR 48-INCH CMP with 48-INCH CAP (10 VF)
SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewater, Well Point System, Trench Safety, Excavations, Repair damaged 48-Inch CMP with CAP Drainage Pipe, Backfill, Compact, Restoration of all, Demobilize.
LOCATION: SCENARIO # 3
CONTRACT: CITY of BOYNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"
P.O. NUMBER: PENDING
FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-4	Mobilization(R-O-W)	1	LS	$ 1,000.00	$ 1,000.00
GC-8	M.O.T. Residential Street	1	EA.	$ 315.00	$ 315.00
GC-12	Density Tests	4	EST.	$ 18.00	$ 72.00
GC-13	Proctor Tests	1	EST.	$ 75.00	$ 75.00
STM-47	48-Inch CAP Drainage Pipe 10/12'cut	20	LF	$ 800.00	$ 16,000.00
R-12	Bahia Sod restoration	3000	SF	$ 0.75	$ 2,250.00
R-16	Water and Irrigate Sod	1.5	HR.	$ 62.50	$ 93.75
WP-1	Well Point System	.5	DAY	$ 4,450.00	$ 2,225.00

TOTAL COST ESTIMATE ********** **$ 22,030.75**

NOTES: **1.) PERMITS and/or FEES NOT INCLUDED.**

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO #4)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435

ATTENTION: MR. BRANDON MINGO, SUPERVISOR WATER

CC: MR. TREMAINE JOHNSON, OPERATIONS MANAGER

SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR 16-INCH DIP WATER MAIN (40 LF) FDOT R-O-W

SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewater, Trench Safety, Excavations, Repair damaged 16-Inch DIP Water Main, Backfill, Compact, Restoration of all, Demobilize.

LOCATION: SCENARIO # 4

CONTRACT: CITY of BOYNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"

P.O. NUMBER: PENDING

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization(R-O-W)	1	LS	$ 1,000.00	$ 1,000.00
GC-10	M.O.T. FDOT	1	EA.	$ 2,025.00	$ 2,025.00
GC-12	Density Tests	5	EST.	$ 18.00	$ 90.00
GC-13	Proctor Tests	2	EST.	$ 75.00	$ 150.00
WTR-16	16-Inch DIP Water Main Pipe (R-O-W)	40	LF	$ 220.00	$ 8,800.00
WTR-23	DI Fittings for WM	.07	TN	$ 8,500.00	$ 595.00
R-18	Mill FDOT Asphalt	111	SY	$ 65.00	$ 7,215.00
R-19	Asphalt Overlay FDOT	111	SY	$ 65.00	$ 7,215.00
R-20	FDOT Asphalt SP 12.5 1 5/8-Inch	111	SY	$ 67.00	$ 7,437.00
R-27	Limerock – Primed	111	SY	$ 36.00	$ 3,996.00

TOTAL COST ESTIMATE ********** **$ 38,523.00**

NOTES: **1.) PERMITS and/or FEES NOT INCLUDED.**

UTL24-060 - Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems

Opening Date: July 22, 2024 8:00 AM

Closing Date: August 29, 2024 2:30 PM

Vendor Details

Company Name:	Hinterland Group, Inc.
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	2051 W Blue Heron Blvd Riviera Beach, Florida 33404
Contact:	Daniel Duke
Email:	info@hinterlandgroup.com
Phone:	561-640-3503
Fax:	561-640-3504
HST#:	20-5156844

Submission Details

Created On:	Monday August 26, 2024 15:33:29
Submitted On:	Thursday August 29, 2024 10:20:45
Submitted By:	Daniel Duke
Email:	info@hinterlandgroup.com
Transaction #:	160d2420-6043-4ccc-89ba-01aac5c05e07
Submitter's IP Address:	96.77.36.61

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - General Conditions

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	$15,000.0000
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	$12,000.0000
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	$10,000.0000
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	$7,500.0000
GC-5	Record Drawing	LS	$8,000.0000
GC-6	Construction Survey	LS	$4,000.0000
GC-7	Pre-During-Post Construction Digital Photos	LS	$2,500.0000
GC-8	M.O.T. Residential Street	EA	$1,500.0000
GC-9	M.O.T. City Arterial Roadway	EA	$3,000.0000
GC-10	M.O.T. DOT Roadway	EA	$4,500.0000
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-12	Density Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-13	Proctor Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-17	Applicable Permits (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Wastewater

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *

SWR-1	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$180.0000
SWR-2	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$220.0000
SWR-3	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$250.0000
SWR-4	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$300.0000
SWR-5	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$325.0000
SWR-6	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$400.0000
SWR-7	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$200.0000
SWR-8	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$240.0000
SWR-9	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$270.0000
SWR-10	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$320.0000
SWR-11	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$345.0000
SWR-12	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$425.0000
SWR-13	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$195.0000
SWR-14	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$235.0000
SWR-15	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$265.0000
SWR-16	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$315.0000
SWR-17	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$340.0000
SWR-18	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$415.0000
SWR-19	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$215.0000
SWR-20	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$255.0000
SWR-21	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$285.0000
SWR-22	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$335.0000
SWR-23	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$360.0000
SWR-24	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$435.0000
SWR-25	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$215.0000
SWR-26	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$255.0000
SWR-27	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$285.0000
SWR-28	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$335.0000
SWR-29	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$360.0000
SWR-30	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$435.0000
SWR-31	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$230.0000
SWR-32	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$270.0000
SWR-33	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$300.0000

SWR-34	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$350.0000
SWR-35	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$375.0000
SWR-36	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$450.0000
SWR-37	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$260.0000
SWR-38	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$330.0000
SWR-39	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$360.0000
SWR-40	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$525.0000
SWR-41	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$600.0000
SWR-42	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$720.0000
SWR-43	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$280.0000
SWR-44	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$350.0000
SWR-45	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$380.0000
SWR-46	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$550.0000
SWR-47	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$620.0000
SWR-48	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$750.0000
SWR-49	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$310.0000
SWR-50	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$380.0000
SWR-51	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$410.0000
SWR-52	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$575.0000
SWR-53	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$650.0000
SWR-54	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$800.0000
SWR-55	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$330.0000
SWR-56	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$400.0000
SWR-57	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$430.0000
SWR-58	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$595.0000
SWR-59	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$670.0000
SWR-60	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$820.0000
SWR-61	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$385.0000
SWR-62	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$430.0000
SWR-63	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$460.0000
SWR-64	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$625.0000
SWR-65	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$700.0000
SWR-66	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$850.0000

SWR-67	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$405.0000
SWR-68	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$450.0000
SWR-69	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$480.0000
SWR-70	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$645.0000
SWR-71	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$720.0000
SWR-72	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$870.0000
SWR-73	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$150.0000
SWR-74	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$175.0000
SWR-75	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$325.0000
SWR-76	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$425.0000
SWR-77	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$180.0000
SWR-78	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$205.0000
SWR-79	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$355.0000
SWR-80	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$455.0000
SWR-81	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$165.0000
SWR-82	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$190.0000
SWR-83	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$340.0000
SWR-84	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$440.0000
SWR-85	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$185.0000
SWR-86	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$210.0000
SWR-87	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$360.0000
SWR-88	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$460.0000
SWR-89	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$235.0000
SWR-90	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$260.0000
SWR-91	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$400.0000
SWR-92	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$500.0000
SWR-93	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$290.0000
SWR-94	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$315.0000
SWR-95	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$455.0000
SWR-96	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$555.0000
SWR-97	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$550.0000
SWR-98	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$750.0000
SWR-99	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$1,150.0000

SWR-100	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,400.0000
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	$6,500.0000
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	$6,900.0000
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	$15,000.0000
SWR-104	Additional Pipe Crew Hours for installation grater than 60" cover	HR	$750.0000
SWR-105	Furnish & Install 4" Mega-Lug Joint Restraint for DIP	EA	$150.0000
SWR-106	Furnish & Install 6" Mega-Lug Joint Restraint for DIP	EA	$180.0000
SWR-107	Furnish & Install 8" Mega-Lug Joint Restraint for DIP	EA	$225.0000
SWR-108	Furnish & Install 10" Mega-Lug Joint Restraint for DIP	EA	$350.0000
SWR-109	Furnish & Install 12" Mega-Lug Joint Restraint for DIP	EA	$580.0000
SWR-110	Furnish & Install 16" Mega-Lug Joint Restraint for DIP	EA	$680.0000
SWR-111	Furnish & Install 24" Mega-Lug Joint Restraint for DIP	EA	$1,200.0000
SWR-112	Furnish & Install 36" Mega-Lug Joint Restraint for DIP	EA	$3,500.0000
SWR-113	Furnish & Install 4" Mega-Lug Joint Restraint for PVC - C900	EA	$350.0000
SWR-114	Furnish & Install 6" Mega-Lug Joint Restraint for PVC - C900	EA	$450.0000
SWR-115	Furnish & Install 8" Mega-Lug Joint Restraint for PVC - C900	EA	$600.0000
SWR-116	Furnish & Install 4" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$200.0000
SWR-117	Furnish & Install 6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$300.0000
SWR-118	Furnish & Install 8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$350.0000
SWR-119	Furnish & Install 10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$500.0000
SWR-120	Furnish & Install 12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$550.0000
SWR-121	Furnish & Install 4" PVC - C900 Bell Joint Restraint	EA	$300.0000
SWR-122	Furnish & Install 6" PVC - C900 Bell Joint Restraint	EA	$450.0000
SWR-123	Furnish & Install 8" PVC - C900 Bell Joint Restraint	EA	$600.0000
SWR-124	Furnish & Install 10" DIP Bell Joint Restraint	EA	$800.0000
SWR-125	Furnish & Install 16" DIP Bell Joint Restraint	EA	$1,800.0000
SWR-126	Furnish & Install 20" DIP Bell Joint Restraint	EA	$2,400.0000
SWR-127	Furnish & Install 24" DIP Bell Joint Restraint	EA	$3,400.0000
SWR-128	Furnish & Install 36" DIP Bell Joint Restraint	EA	$6,500.0000
SWR-129	Furnish & Install 4" Gate Valve & Valve Box	EA	$2,200.0000
SWR-130	Furnish & Install 6" Gate Valve & Valve Box	EA	$2,500.0000
SWR-131	Furnish & Install 8" Gate Valve & Valve Box	EA	$3,200.0000
SWR-132	Furnish & Install 10" Gate Valve & Valve Box	EA	$4,400.0000
SWR-133	Furnish & Install 12" Gate Valve & Valve Box	EA	$5,600.0000
SWR-134	Furnish & Install 16" Gate Valve & Valve Box	EA	$10,500.0000
SWR-135	Furnish & Install 20" Gate Valve & Valve Box	EA	$28,000.0000
SWR-136	Furnish & Install 24" Gate Valve & Valve Box	EA	$42,000.0000
SWR-137	Furnish & Install 36" Gate Valve & Valve Box	EA	$110,000.0000
SWR-138	Furnish & Install 8" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$12,000.0000
SWR-139	Furnish & Install 8" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$13,000.0000
SWR-140	Furnish & Install 12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$14,500.0000
SWR-141	Furnish & Install 12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$15,500.0000
SWR-142	Furnish & Install Wastewater Force Main 2" Air Release Valve w/Manhole	EA	$18,500.0000
SWR-143	Furnish & Install 4" Insertion Valve w/Valve Box	EA	$12,500.0000
SWR-144	Furnish & Install 6" Insertion Valve w/Valve Box	EA	$14,500.0000
SWR-145	Furnish & Install 8" Insertion Valve w/Valve Box	EA	$16,000.0000
SWR-146	Furnish & Install 10" Insertion Valve w/Valve Box	EA	$23,500.0000
SWR-147	Furnish & Install 12" Insertion Valve w/Valve Box	EA	$28,000.0000
SWR-148	Furnish & Install 16" Insertion Valve w/Valve Box	EA	$65,000.0000
SWR-149	Furnish & Install 20" Insertion Valve w/Valve Box	EA	$89,000.0000
SWR-150	Furnish & Install 24" Insertion Valve w/Valve Box	EA	$110,000.0000
SWR-151	Furnish & Install 4" Plug Valve	EA	$2,200.0000
SWR-152	Furnish & Install 6" Plug Valve	EA	$2,500.0000
SWR-153	Furnish & Install 8" Plug Valve	EA	$3,200.0000
SWR-154	Furnish & Install 10" Plug Valve	EA	$4,400.0000
SWR-155	Furnish & Install 12" Plug Valve	EA	$5,600.0000

SWR-156	Furnish & Install 16" Plug Valve	EA	$10,500.0000
SWR-157	Furnish & Install 20" Plug Valve	EA	$28,000.0000
SWR-158	Furnish & Install 24" Plug Valve	EA	$38,000.0000
SWR-159	Furnish & Install 4" Check Valve	EA	$2,500.0000
SWR-160	Furnish & Install 6" Check Valve	EA	$3,200.0000
SWR-161	Furnish & Install 8" Check Valve	EA	$5,000.0000
SWR-162	Furnish & Install 10" Check Valve	EA	$8,500.0000
SWR-163	Furnish & Install 12" Check Valve	EA	$10,500.0000
SWR-164	Furnish & Install 16" Check Valve	EA	$16,500.0000
SWR-165	Furnish & Install 20" Check Valve	EA	$27,000.0000
SWR-166	Furnish & Install 24" Check Valve	EA	$36,500.0000
SWR-167	Furnish & Install 4" Insertion Line Stop	EA	$15,000.0000
SWR-168	Furnish & Install 6" Insertion Line Stop	EA	$16,000.0000
SWR-169	Furnish & Install 8" Insertion Line Stop	EA	$17,000.0000
SWR-170	Furnish & Install 10" Insertion Line Stop	EA	$19,000.0000
SWR-171	Furnish & Install 12" Insertion Line Stop	EA	$20,000.0000
SWR-172	Furnish & Install 16" Insertion Line Stop	EA	$25,000.0000
SWR-173	Furnish & Install 20" Insertion Line Stop	EA	$30,000.0000
SWR-174	Furnish & Install 24" Insertion Line Stop	EA	$45,000.0000
SWR-175	Furnish & Install 30" Insertion Line Stop	EA	$80,000.0000
SWR-176	Furnish & Install 36" Insertion Line Stop	EA	$88,000.0000
SWR-177	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 0' - 4' ft Deep	EA	$16,000.0000
SWR-178	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 4' - 6' ft Deep	EA	$17,000.0000
SWR-179	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 6' - 8' ft Deep	EA	$18,000.0000
SWR-180	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 8' - 10' ft Deep	EA	$24,000.0000
SWR-181	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 10' - 12' ft Deep	EA	$28,000.0000
SWR-182	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 12' - 14' ft Deep	EA	$32,000.0000
SWR-183	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 14' - 16' ft Deep	EA	$45,000.0000
SWR-184	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 16' - 20' ft Deep	EA	$65,000.0000
SWR-185	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 0'- 4' ft Deep	EA	$17,000.0000
SWR-186	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 4'- 6' ft Deep	EA	$18,000.0000
SWR-187	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 6'- 8' ft Deep	EA	$19,000.0000

SWR-188	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 8'- 10' ft Deep	EA	$25,000.0000
SWR-189	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 10'- 12' ft Deep	EA	$29,000.0000
SWR-190	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 12'- 14' ft Deep	EA	$33,000.0000
SWR-191	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 14'- 16' ft Deep	EA	$46,000.0000
SWR-192	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 16'- 20' ft Deep	EA	$65,000.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Water Main

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

****Prices quoted in the Water Main Section are interchangeable with Reuse Water Lines and Raw Water lines as needed.**

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *
WTR-1	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of: 0' - 3' ft Deep	LF	$60.0000
WTR-2	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of: 3' - 6' ft Deep	LF	$85.0000
WTR-3	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$70.0000
WTR-4	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$95.0000
WTR-5	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of: 0' - 3' ft Deep	LF	$70.0000
WTR-6	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of: 3' - 6' ft Deep	LF	$95.0000
WTR-7	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$80.0000
WTR-8	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$110.0000
WTR-9	Furnish & Install Cement 4" Ductile Iron Pipe Water Main in Rear Easement	LF	$145.0000
WTR-10	Furnish & Install Cement 6" Ductile Iron Pipe Water Main in Rear Easement	LF	$155.0000
WTR-11	Furnish & Install Cement 4" Ductile Iron Pipe Water Main in Utility ROW	LF	$125.0000
WTR-12	Furnish & Install Cement 6" Ductile Iron Pipe Water Main in Utility ROW	LF	$135.0000
WTR-13	Furnish & Install Cement 8" Ductile Iron Pipe Water Main in Utility ROW	LF	$155.0000
WTR-14	Furnish & Install Cement 10" Ductile Iron Pipe Water Main in Utility ROW	LF	$170.0000
WTR-15	Furnish & Install Cement 12" Ductile Iron Pipe Water Main in Utility ROW	LF	$180.0000
WTR-16	Furnish & Install Cement 16" Ductile Iron Pipe Water Main in Utility ROW	LF	$225.0000
WTR-17	Furnish & Install Cement 20" Ductile Iron Pipe Water Main in Utility ROW	LF	$285.0000

WTR-18	Furnish & Install Cement 24" Ductile Iron Pipe Water Main in Utility ROW	LF	$325.0000
WTR-19	Furnish & Install Cement 30" Ductile Iron Pipe Water Main in Utility ROW	LF	$650.0000
WTR-20	Furnish & Install Cement 36" Ductile Iron Pipe Water Main in Utility ROW	LF	$780.0000
WTR-21	Furnish & Install Cement 42" Ductile Iron Pipe Water Main in Utility ROW	LF	$1,400.0000
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	$800.0000
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	$15,000.0000
WTR-24	Furnish & Install 4" Mega-Lug Joint Restraint for DIP	EA	$150.0000
WTR-25	Furnish & Install 6" Mega-Lug Joint Restraint for DIP	EA	$180.0000
WTR-26	Furnish & Install 8" Mega-Lug Joint Restraint for DIP	EA	$225.0000
WTR-27	Furnish & Install 10" Mega-Lug Joint Restraint for DIP	EA	$350.0000
WTR-28	Furnish & Install 12" Mega-Lug Joint Restraint for DIP	EA	$580.0000
WTR-29	Furnish & Install 14" Mega-Lug Joint Restraint for DIP	EA	$650.0000
WTR-30	Furnish & Install 16" Mega-Lug Joint Restraint for DIP	EA	$680.0000
WTR-31	Furnish & Install 24" Mega-Lug Joint Restraint for DIP	EA	$1,200.0000
WTR-32	Furnish & Install 30" Mega-Lug Joint Restraint for DIP	EA	$3,000.0000
WTR-33	Furnish & Install 36" Mega-Lug Joint Restraint for DIP	EA	$3,500.0000
WTR-34	Furnish & Install 42" Mega-Lug Joint Restraint for DIP	EA	$4,500.0000
WTR-35	Furnish & Install 4" Mega-Lug Joint Restraint for PVC - C900	EA	$300.0000
WTR-36	Furnish & Install 6" Mega-Lug Joint Restraint for PVC - C900	EA	$450.0000
WTR-37	Furnish & Install 8" Mega-Lug Joint Restraint for PVC - C900	EA	$600.0000
WTR-38	Furnish & Install 6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$300.0000
WTR-39	Furnish & Install 8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$350.0000
WTR-40	Furnish & Install 10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$450.0000
WTR-41	Furnish & Install 12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$500.0000
WTR-42	Furnish & Install 6" DIP Bell Joint Restraint	EA	$350.0000
WTR-43	Furnish & Install 8" DIP Bell Joint Restraint	EA	$450.0000
WTR-44	Furnish & Install 10" DIP Bell Joint Restraint	EA	$800.0000
WTR-45	Furnish & Install 12" DIP Bell Joint Restraint	EA	$850.0000
WTR-46	Furnish & Install 14" DIP Bell Joint Restraint	EA	$1,200.0000
WTR-47	Furnish & Install 16" DIP Bell Joint Restraint	EA	$1,800.0000
WTR-48	Furnish & Install 24" DIP Bell Joint Restraint	EA	$3,400.0000
WTR-49	Furnish & Install 30" DIP Bell Joint Restraint	EA	$4,200.0000
WTR-50	Furnish & Install 36" DIP Bell Joint Restraint	EA	$6,500.0000
WTR-51	Furnish & Install 42" DIP Bell Joint Restraint	EA	$10,000.0000
WTR-52	Furnish & Install 4" Gate Valve & Valve Box	EA	$2,200.0000
WTR-53	Furnish & Install 6" Gate Valve & Valve Box	EA	$2,500.0000
WTR-54	Furnish & Install 8" Gate Valve & Valve Box	EA	$3,200.0000
WTR-55	Furnish & Install 10" Gate Valve & Valve Box	EA	$4,400.0000
WTR-56	Furnish & Install 12" Gate Valve & Valve Box	EA	$5,600.0000
WTR-57	Furnish & Install 16" Gate Valve & Valve Box	EA	$10,500.0000
WTR-58	Furnish & Install 20" Gate Valve & Valve Box	EA	$28,000.0000
WTR-59	Furnish & Install 24" Gate Valve & Valve Box	EA	$42,000.0000
WTR-60	Furnish & Install 36" Gate Valve & Valve Box	EA	$110,000.0000
WTR-61	Furnish & Install 12" Butterfly Valve & Valve Box	EA	$18,000.0000
WTR-62	Furnish & Install 16" Butterfly Valve & Valve Box	EA	$24,000.0000
WTR-63	Furnish & Install 24" Butterfly Valve & Valve Box	EA	$25,000.0000
WTR-64	Furnish & Install 30" Butterfly Valve & Valve Box	EA	$42,000.0000
WTR-65	Furnish & Install 36" Butterfly Valve & Valve Box	EA	$45,000.0000
WTR-66	Furnish & Install 42" Butterfly Valve & Valve Box	EA	$60,000.0000
WTR-67	Furnish & Install 6" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$9,500.0000
WTR-68	Furnish & Install 6" x 4" Tapping Sleeve w/Valve & Valve Box	EA	$9,000.0000
WTR-69	Furnish & Install 8" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$12,000.0000
WTR-70	Furnish & Install 8" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$13,000.0000
WTR-71	Furnish & Install 12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$14,500.0000
WTR-72	Furnish & Install 12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$15,000.0000

WTR-73	Furnish & Install 4" Insertion Valve w/Value Box	EA	$12,500.0000
WTR-74	Furnish & Install 6" Insertion Valve w/Value Box	EA	$14,500.0000
WTR-75	Furnish & Install 8" Insertion Valve w/Value Box	EA	$16,000.0000
WTR-76	Furnish & Install 10" Insertion Valve w/Value Box	EA	$23,500.0000
WTR-77	Furnish & Install 12" Insertion Valve w/Value Box	EA	$28,000.0000
WTR-78	Furnish & Install 16" Insertion Valve w/Value Box	EA	$65,000.0000
WTR-79	Furnish & Install 20" Insertion Valve w/Value Box	EA	$89,000.0000
WTR-80	Furnish & Install 24" Insertion Valve w/Value Box	EA	$110,000.0000
WTR-81	Furnish & Install 4" Insertion Line Stop	EA	$15,000.0000
WTR-82	Furnish & Install 6" Insertion Line Stop	EA	$16,000.0000
WTR-83	Furnish & Install 8" Insertion Line Stop	EA	$17,000.0000
WTR-84	Furnish & Install 10" Insertion Line Stop	EA	$19,000.0000
WTR-85	Furnish & Install 12" Insertion Line Stop	EA	$20,000.0000
WTR-86	Furnish & Install 16" Insertion Line Stop	EA	$25,000.0000
WTR-87	Furnish & Install 20" Insertion Line Stop	EA	$30,000.0000
WTR-88	Furnish & Install 24" Insertion Line Stop	EA	$45,000.0000
WTR-89	Furnish & Install 36" Insertion Line Stop	EA	$88,000.0000
WTR-90	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	$10,500.0000
WTR-91	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	$9,500.0000
WTR-92	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	$7,500.0000
WTR-93	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	$8,000.0000
WTR-94	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	$9,000.0000
WTR-95	Fire Hydrant Extensions	EA	$1,800.0000
WTR-96	Bollards for Fire Hydrant	EA	$1,800.0000
WTR-97	Sample Points w/double strap saddle & corp stop	EA	$1,500.0000
WTR-98	Sample Points on Fire Hydrants	EA	$1,200.0000
WTR-99	2" Blowoff piping with box	EA	$3,200.0000
WTR-100	Water Main 1" Air Release Valve w/Manhole	EA	$16,500.0000
WTR-101	Short Single service (1-1/2" Poly) (up to 10' long)	EA	$3,200.0000
WTR-102	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	$3,700.0000
WTR-103	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	$5,400.0000
WTR-104	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	$5,800.0000
WTR-105	Sample Point for bacteriological test	EA	$1,200.0000
WTR-106	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	$5,200.0000
WTR-107	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	$7,500.0000
WTR-108	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	$16,000.0000
WTR-109	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	EA	$20,000.0000
WTR-110	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	$25,000.0000
WTR-111	Asbestos-Cement (AC): Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Stormwater

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *

STM-1	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$120.0000
STM-2	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$150.0000
STM-3	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$130.0000
STM-4	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$155.0000
STM-5	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of: 0' - 6' ft Deep	LF	$160.0000
STM-6	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of: 6' - 8' ft Deep	LF	$190.0000
STM-7	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$180.0000
STM-8	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$210.0000
STM-9	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 0' - 6' ft Deep	LF	$250.0000
STM-10	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 6' - 8' ft Deep	LF	$280.0000
STM-11	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 8' - 10' ft Deep	LF	$320.0000
STM-12	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$270.0000
STM-13	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$300.0000
STM-14	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$340.0000
STM-15	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$310.0000
STM-16	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$350.0000
STM-17	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$380.0000
STM-18	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$330.0000
STM-19	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$380.0000
STM-20	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 8' - 20' ft Deep	LF	$410.0000
STM-21	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$550.0000
STM-22	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$575.0000
STM-23	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$750.0000
STM-24	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$900.0000
STM-25	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 12' - 15' ft Deep	LF	$1,400.0000
STM-26	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$110.0000
STM-27	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$140.0000
STM-28	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$125.0000
STM-29	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$165.0000
STM-30	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$120.0000
STM-31	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$150.0000
STM-32	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$150.0000
STM-33	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$190.0000

STM-34	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$160.0000
STM-35	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$190.0000
STM-36	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$180.0000
STM-37	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$210.0000
STM-38	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$210.0000
STM-39	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$250.0000
STM-40	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$290.0000
STM-41	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$240.0000
STM-42	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$275.0000
STM-43	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$320.0000
STM-44	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$300.0000
STM-45	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$480.0000
STM-46	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$580.0000
STM-47	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$720.0000
STM-48	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$340.0000
STM-49	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$520.0000
STM-50	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-51	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$750.0000
STM-52	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0'- 6' ft Deep	LF	$650.0000
STM-53	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6'- 8' ft Deep	LF	$750.0000
STM-54	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8'- 10' ft Deep	LF	$850.0000
STM-55	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10'- 15' ft Deep	LF	$1,800.0000
STM-56	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$700.0000
STM-57	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$800.0000
STM-58	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$900.0000
STM-59	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 15' ft Deep	LF	$1,900.0000
STM-60	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$800.0000
STM-61	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$950.0000
STM-62	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,200.0000
STM-63	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10' - 15' ft Deep	LF	$2,100.0000
STM-64	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$850.0000
STM-65	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$1,000.0000
STM-66	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,250.0000

STM-67	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 15' ft Deep	LF	$2,300.0000
STM-68	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$95.0000
STM-69	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$110.0000
STM-70	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$115.0000
STM-71	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$130.0000
STM-72	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$110.0000
STM-73	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$140.0000
STM-74	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$130.0000
STM-75	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$180.0000
STM-76	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$130.0000
STM-77	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$150.0000
STM-78	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$150.0000
STM-79	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$180.0000
STM-80	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$145.0000
STM-81	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$180.0000
STM-82	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$180.0000
STM-83	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$200.0000
STM-84	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$14,000.0000
STM-85	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$16,000.0000
STM-86	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$18,000.0000
STM-87	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$24,000.0000
STM-88	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$30,000.0000
STM-89	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 0' - 4' ft Deep	EA	$15,000.0000
STM-90	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 4' - 6' ft Deep	EA	$17,000.0000
STM-91	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 6' - 8' ft Deep	EA	$19,000.0000
STM-92	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 8' - 10' ft Deep	EA	$25,000.0000
STM-93	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 10' - 12' ft Deep	EA	$35,000.0000
STM-94	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$15,000.0000

STM-95	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$17,000.0000
STM-96	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$19,000.0000
STM-97	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$25,000.0000
STM-98	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$32,000.0000
STM-99	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 0' - 4' ft Deep	EA	$16,500.0000
STM-100	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 4' - 6' ft Deep	EA	$18,500.0000
STM-101	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 6' - 8' ft Deep	EA	$21,000.0000
STM-102	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 8' - 10' ft Deep	EA	$28,000.0000
STM-103	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 10' - 12' ft Deep	EA	$36,000.0000
STM-104	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$5,800.0000
STM-105	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$7,500.0000
STM-106	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$9,000.0000
STM-107	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$1,400.0000
STM-108	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft deep	EA	$6,400.0000
STM-109	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft deep	EA	$8,000.0000
STM-110	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft deep	EA	$12,000.0000
STM-111	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$1,500.0000
STM-112	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$7,200.0000
STM-113	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$8,500.0000
STM-114	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$14,000.0000
STM-115	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$20,000.0000
STM-116	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$32,000.0000
STM-117	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$2,500.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Restoration

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
R-1	Removal and disposal of 6" thick concrete	SF	$15.0000
R-2	Furnish & Install 4" Concrete without wire	SF	$25.0000
R-3	Furnish & Install 6" Concrete without wire	SF	$35.0000
R-4	Furnish & Install ADA compliant detectable surface	EA	$1,200.0000
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	$140.0000
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	$120.0000
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	$140.0000
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	$120.0000
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	$140.0000
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	$120.0000
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	$2.0000
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	$2.0000
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	$3.0000
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	$3.0000
R-15	Furnish & Install FDOT seed & mulch mix	SY	$35.0000
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	$220.0000
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	$25.0000
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	$80.0000
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	$65.0000
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	$95.0000
R-21	Furnish and Install 1" Type S-III Surface Course	SY	$95.0000
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	$120.0000
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	$120.0000
R-24	FDOT Flowable Fill (Excavatable)	CY	$325.0000
R-25	Leak Repairs (structures) - Grouting	GAL	$550.0000
R-26	Ground Stabilization Grouting	CY	$800.0000
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	$55.0000
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	$85.0000
R-29	12" Compacted Subgrade, 98% T-180	SY	$45.0000
R-30	Adjust manhole ring and cover to grade	EA	$3,200.0000
R-31	Adjust valve box to grade	EA	$950.0000
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	$85.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Bypass Pump Set Up with Bypass Pumping

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
BP-1	Bypass 8" Sewer Set Up	EA	$1,000.0000
BP-2	Bypass 10" to 12" Sewer Set Up	EA	$1,500.0000
BP-3	Bypass 15" to 18" Sewer Set Up	EA	$3,000.0000
BP-4	Bypass 24" Sewer Set Up	EA	$6,000.0000
BP-5	Bypass 4" Pump Including Monitoring	DAY	$2,400.0000
BP-6	Bypass 6" Pump Including Monitoring	DAY	$3,200.0000
BP-7	Bypass 8" Pump Including Monitoring	DAY	$4,800.0000
BP-8	Bypass 10" Pump Including Monitoring	DAY	$7,500.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Well Point System and De-watering

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	$4,500.0000
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	$7,500.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Imported Backfill & Removal of In-Situ Material

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	$95.0000
BF-2	Imported Backfill & Compaction	CY	$120.0000

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #1

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #1 -

EMERGENCY REPAIR: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system (180 well points) to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill, and restore 2,600 SF of Floratam sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-1	Emergency Mobilization/Demobilization for Rear Easement Repairs	1	$15,000.0000	$ 15,000.00
SWR-12	F&I 8" PVC Sewer Main in Rear Easement 16'-20' Deep	10	$425.0000	$ 4,250.00
R-14	Floratam Sod - over 1000SF	2600	$3.0000	$ 7,800.00
BP-1	Bypass 8" Sewer Setup	1	$1,000.0000	$ 1,000.00
WP-2	Wellpoint System with more than 150 points	1	$7,500.0000	$ 7,500.00
			Subtotal:	$ 35,550.00

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #2

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #2 -

EMERGENCY REPAIR: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy-lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT-approved asphalt and 1,500 SF of Bahia sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization/Demobilization for Utility Right of Way	1	$12,000.0000	$ 12,000.00
GC-12	Density Tests	1	$400.0000	$ 400.00
GC-13	Proctor Test	1	$150.0000	$ 150.00
SWR-90	F&I 16" DIP Sewer Force Main - 3'-6' Deep	6	$260.0000	$ 1,560.00
SWR-103	Ductile Iron Fittings for WW Force Main	0.2	$15,000.0000	$ 3,000.00
SWR-110	16" Megalug Joint Restrain for DIP	4	$680.0000	$ 2,720.00
R-12	Bahia Sod - over 1000 SF	1500	$2.0000	$ 3,000.00
R-17	Remove and Dispose Asphalt	45	$25.0000	$ 1,125.00
R-22	F&I 1-1/2" SP-12.5 Asphalt First Course in FDOT ROW	45	$120.0000	$ 5,400.00
R-23	F&I 1" Type FC-9.5 Asphalt Surface Course in FDOT ROW	45	$120.0000	$ 5,400.00
R-28	8" Limerock	45	$85.0000	$ 3,825.00
			Subtotal:	$ 38,580.00

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #3

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #3 -

SCHEDULED REPAIR: Excavate and dewater with well point system (100 well points) to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-4	NON-Emergency Mobilization/Demobilization in Utility ROW	1	$7,500.0000	$ 7,500.00
STM-47	F&I 48" CAP Stormwater Main in Utility ROW - 10'-12' Deep	20	$720.0000	$ 14,400.00
R-12	Bahia Sod - over 1000 SF	3000	$2.0000	$ 6,000.00
WP-1	Well Point System up to 150 Points	1	$4,500.0000	$ 4,500.00
			Subtotal:	$ 32,400.00

BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #4

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #4 -

EMERGENCY REPAIR: 16-inch water main break in FDOT roadway. Repair 16-inch water main break that is 5 feet deep, 40-feet section of 16-inch DIP, and approved fittings. Backfill excavation in 12-inch lifts with FDOT-approved rock. Restore 1,000 SF of asphalt, including milling and overlay.

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization/Demobilization for Utility Right of Way	1	$12,000.0000	$ 12,000.00
GC-10	MOT DOT Roadway	1	$4,500.0000	$ 4,500.00
GC-12	Density Tests	1	$400.0000	$ 400.00
GC-13	Proctor Test	1	$150.0000	$ 150.00
WTR-16	16" DIP Water Main in Utility ROW	40	$225.0000	$ 9,000.00
WTR-23	Ductile Iron Fittings for Water Main	0.2	$15,000.0000	$ 3,000.00
WTR-30	16" Megalug Joint Restraint	4	$680.0000	$ 2,720.00
R-17	Remove and Dispose Asphalt	25	$25.0000	$ 625.00
R-18	Mill Existing Pavement	111	$80.0000	$ 8,880.00
R-19	Furnish and Install Asphalt Overlay	111	$65.0000	$ 7,215.00
R-22	F&I 1-1/2" SP-12.5 Asphalt First Course in FDOT ROW	25	$120.0000	$ 3,000.00
R-28	8" Limerock	25	$85.0000	$ 2,125.00
			Subtotal:	$ 53,615.00

Summary Table

Bid Form	Amount
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #1	$ 35,550.00
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #2	$ 38,580.00
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #3	$ 32,400.00
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #4	$ 53,615.00
Subtotal Contract Amount:	$ 160,145.00

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	N/A	*
Date of Issuance	Input response in comments box to the right	N/A	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Letter of Interest To Whom It May Concern: We, the Hinterland Group Inc., (hereinafter, "HGI") wish to express our interest in the ITB #UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems project for the City of Boynton Beach. As the Project Director of HGI, I, Chase Rogers, hereby certify that our firm has reviewed all project specifications and requirements, and has a full and complete understanding of the work that is portrayed in this Invitation to Bid. HGI is completely competent and fully capable of performing any utility work the City may require. We are a licensed general, utility and electrical contractor with a specific focus on the underground utility industry. HGI specializes in both new installation and rehabilitation of storm water, water, and wastewater utilities. We hereby confirm that, if contracted, we will perform all work within the quickest time frame possible, and will take full consideration of the urgency of each task requested to be completed by the City. We are confident that our references will speak for us in terms of quality and commitment of the work we perform on each and every project. The broad range of licenses held by HGI allows us to perform many utility projects completely in house and turnkey. This will provide the City with a complete, quick and cost-effective solution to any problem they may confront with their utilities. Decisions and changes can be immediately implemented and there is rarely a need to deal with any third party. HGI is a fully licensed, insured, and bondable company up to $25,000,000.00 on a single project and $100,000,000.00 aggregate. HGI owns and operates all of its own equipment and is available around the clock to facilitate whatever is needed from all of our clients. We understand the importance of continual, uninterrupted utility service and will treat all work items with importance and care. Respectfully, Chase Rogers Project Director

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City will apply no points toward the evaluation criteria.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	City of Riviera Beach	City of Delray Beach	Loxahatchee River District
Scope of Work:	Complete rehabilitation of lift stations; including wetwell, manhole, valve vault, DIP or PVC pipe installation, concrete pad installation, submersible pump install, electrical	Complete rehabilitation of lift stations; clean and bypass well, remove all piping, install new pumpout outside vault, all new valves, base plates, bases, rails, reinstall existing pumps, sandblast and coat, point repairs, manhole rehabs, structural repairs, etc	An as needed basis for general maintenance repair of District facilities, including as-needed on-call or emergency services that will repair and install gravity sewer mains, manholes, lift stations, service laterals, lowpressure mains, force mains, irrigation quality water mains, etc.
Project Location:	Various locations within the City of Riviera Beach	Various locations within the City of Delray Beach	Various location within the Loxahatchee River District service area
Project Lead/Manager:	Steven J. Doyle, PE.	Keith O'Brien	Courtney Jones
Cost of Service:	$1,700,000.00	Various amounts per Work Order	$250,000.00 / annually
Start Date of Service:	August 2023	December 2019	October 2023
End Date of Service:	Ongoing	Ongoing	Ongoing
Contact Person:	Steven J. Doyle	Keith O'Brien	Courtney Jones
Title:	Project Engineer	Project Manager	Project Manager
Email:	SDoyle@rivierabeach.org	obrienk@mydelraybeach.com	courtney.jones@LRECD.Org
Phone #:	561-836-4512	561-525-2167	561-401-4094

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract	
To be determined upon work order	To be determined upon work order	To be determined upon work order	To be determined upon work order	To be determined upon work order	To be determined upon work order	*

Documents

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

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

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

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - Bid Form & Bid Bond Documents.pdf - Tuesday August 27, 2024 14:43:31
- Bidder's Qualification Statement - Bidder's Qualification Statement.pdf - Tuesday August 27, 2024 14:45:22
- Anti-Kickback Affidavit - Anti-Kickback Affidavit.pdf - Tuesday August 27, 2024 14:45:39
- Non-Collusion Affidavit of Proposer - Non-Collusion Affidavit.pdf - Tuesday August 27, 2024 14:46:00
- Certification Pursuant to Florida Statute § 287.135 - Certification Pursuant to Florida Statute 287.135.pdf - Tuesday August 27, 2024 14:46:24
- Certificates, Licenses (Underground Utility License), Business Permits, and W-9 - Business Licenses, BTR, & W9.pdf - Tuesday August 27, 2024 14:47:37
- Warranties - Warranties.pdf - Tuesday August 27, 2024 14:48:02
- Trench Safety Act Affidavit - Trench Safety.pdf - Tuesday August 27, 2024 14:48:18
- E-Verify Form Under Section § 448.095 Florida Statutes - E-Verify.pdf - Tuesday August 27, 2024 14:48:42
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - Foreign Entity Laws & Anti-Human Trafficking Laws.pdf - Tuesday August 27, 2024 14:49:07
- Additional Document - HGI Qualifications Package PBC 2024.pdf - Tuesday August 27, 2024 14:50:40

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required, if applicable, upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - Bid Bond.pdf - Tuesday August 27, 2024 14:53:39

SPECIAL TERMS & CONDITIONS

PURPOSE: The purpose of this bid is to seek a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Repairs will be made to the City's Water Distribution, Wastewater Collection, and Storm Water Systems and generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt, and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and surrounding service areas.

The City of Boynton Beach is seeking the services of a qualified Contractor/Vendor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

AWARD: At bid submittal, the Vendor must submit price proposal responses for the four (4) scenarios listed in the **Scheduled & Emergency Repair Scenarios** (Attachment "B"). The price proposal for each scenario must be prepared with the pricing submitted in the **Schedule of Bid Items** form (Attachment "A"). Bidders shall be deemed non-responsive if the **Scheduled & Emergency Repair Scenarios** are incomplete or contain errors. The Bids will be evaluated based on the price proposals submitted for each of the four (4) scenarios.

Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. The City reserves the right to automatically renew the agreement for three (3) additional one (1) year renewals subject to vendor acceptance, and satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. Agreement renewals are only effective and valid if in writing and executed by the City's Finance Director or Designee.

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final invoice.” The City will accept partial deliveries. The invoice shall contain the Bidder’s Federal Employer Identification Number.

The City’s terms of payment, unless otherwise stated in the Contract Documents are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor’s Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.
b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times. The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.
c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect and agent, servant or employee of the City.
d. Any performance or non-performance issues noted by the Project Manager or their representative(s) will be brought to the attention of the Vendor through the use of the **Performance Evaluation Form**, see Attachment ‘D’. The Project Manager or their representative(s) will conduct annual performance evaluations based on areas serviced under this contract/agreement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.
b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.
b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work or other Vendors and to acts or operations of the City, and shall properly join his work to existing or new construction.
c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed, all machinery, equipment surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Daniel Duke III, President, Hinterland Group Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Wed August 28 2024 01:14 PM	☑	1
Addendum No. 2 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Thu August 22 2024 01:34 PM	☑	2
Addendum No. 1 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Wed August 14 2024 08:52 PM	☑	4

BID FORM

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS to furnish, install and provide all labor for **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS** on an 'as needed basis'.

Submitted By: Hinterland Group Inc. (VENDOR) Date: 08/28/2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda. Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person: Chase Rogers, Project Director
Business Address: 2051 W Blue Heron Blvd
City, State, Zip Code: Riviera Beach, FL 33404
Business Phone Number: 561-640-3503
Email Address: info@hinterlandgroup.com
Cell Phone Number: N/A

6. Other pertinent information is as follows:

License Number (Please Attach Copy): CGC1520354 / CUC1224634 / EC13003615
Federal Tax ID#: 20-5156844
Federal Employment ID #: 20-5156844

Submitted on this 28 day of August, 2024.

a. (If an individual, partnership, or non-incorporated organization) N/A

Signature of VENDOR: _____

By: _____

b. (If a corporation)

(Affix Seal)

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Signature of VENDOR: _____

By: Chase Rogers, Project Director

Attested by Secretary: Lori Guild

Lori Guild, Bid Administrator

Incorporated under the laws of the State of Florida.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization. Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated April 25, 2023

Daniel Duke III, President

Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023 by Daniel Duke, III.

Lori Guild

Notary Public

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number	P06000086423
FEI/EIN Number	20-5156844
Date Filed	06/26/2006
State	FL
Status	ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2022	04/05/2022
2023	04/05/2023
2024	04/08/2024

Document Images

04/08/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Hinterland Group Inc.

as Principal, and Atlantic Specialty Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of Bid Amount Dollars ($ 5% of Bid Amt) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated August 25, 2024, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 23 day of August, 20 24, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Hinterland Group Inc.
Name of Firm

WITNESS:

Lori Guild

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Signature of Authorized Officer (affixed seal)

Chase Rogers, Project Director
Title

2051 W Blue Heron Blvd.
Business Address

Riviera Beach, FL 33404
City and State

SURETY:

Atlantic Specialty Insurance Company
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal) Taylor D. Wagner
Attorney-in-Fact

P.O. Box 2868
Business Address

Lakeland, FL 33806
City and State

Wagner Bonding & Insurance, Inc.
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Chase Rogers, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Chase Rogers who signed the such Bid Bond on behalf of the Principal, was then Project Director of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)
Chase Rogers, Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization TAYLOR WAGNER to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the Atlantic Specialty Insurance Company and that they have been authorized by Atlantic Specialty Insurance Company to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: Hinterland Group Inc.

Name: Chase Rogers, Project Director

Address: 2051 W Blue Heron Blvd.

City/ State: Riviera Beach, FL ZIP: 33404

Phone: 561-640-3503

Bond Amount: Five Percent of Bid Amount

SURETY BOND COMPANY:

Name: Atlantic Specialty Insurance Company

Address: 605 Highway 169 North, Suite 800

City/ State: Plymouth,MN ZIP: 55441

Phone: 727-540-9100

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current 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.

August 23, 2024
Date

Agent and Attorney-in-Fact

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23 day of August, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

BIDDER'S QUALIFICATION STATEMENT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: Hinterland Group Inc.

Address: 2051 W Blue Heron Blvd.

City, State, Zip: Riviera Beach, FL 33404

Telephone No.: 561-640-3503

Email Address.: info@hinterlandgroup.com

Check One	
Corporation	☑
Partnership	☐
Individual	☐
Other	☐

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:
   Hinterland Group Inc.

   The address of the principal place of business is:

   2051 W Blue Heron Blvd., Riviera Beach, FL 33404

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: 06/26/2006
   b. State of Incorporation: Florida
   c. President's name: Daniel Duke III
   d. Vice President's name: N/A
   e. Secretary's name: N/A
   f. Treasurer's name: N/A
   g. Name and address of Resident Agent: Ryan J. Wynne, Esq. - 1015 W. Indiantown Rd., Ste. 101-A, Jupiter, FL 33458

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: N/A

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b. Name, address, and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. What is the last project of this nature that you have completed?

Town of Manalapan - Town Hall Emergency Force Main Repair
Brent Watson - BWatson@Manalapan.org
$45,139.20 Completed on April 25, 2024

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

N/A

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

7. How many years has your organization been in business under its present business name?

18+ years

Under what other former names has your organization operated?

N/A

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please see attached Resumes

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

CGC1520354 / CUC1224634 / EC13003615

11. Will you sublet any part of this WORK? If so, give details.

None Foreseen

12. State the name and address of the Attorney, if any, for the business.

Roman Currier - Pincus & Currier, LLP. (561) 485-4291
1555 Palm Beach Lakes Blvd., Ste 320, West Palm Beach, Fl 33401

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

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Daniel Duke, III, President - 100%, 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:

None

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

No

16. What will be your turnaround time for written responses to the City's inquires?
Less than 24 hours

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ☐ NO ☑

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
Our Financial Statements are personal & confidential and will be provided upon award, if requested.

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.
None

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
None

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.
No

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1
Seacoast Bank, Ashley Carroll, AVP Banking Center Manager II
3305 Northlake Blvd.,Palm Beach Gardens, FL 33403
561-622-5700

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	9 - $35 Million
b.	Non-Governmental Related Work	4 - $500,000
	Total Work (a +b):	9 - $35,500,000

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
*Please see attached Project Approach

25. Provide a description of quality assurance/quality control management methods.
*Please see attached Project Approach

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

HINTERLAND GROUP CORPORATE SEAL FLORIDA

(Signed) _____

(Title) Chase Rogers, Project Director

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers, who is personally known to me or who has produced N/A as identification.

Subscribed and sworn to before me

This 28 day of August, 2024.

NOTARY PUBLIC STATE OF FLORIDA
LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

_____
Notary Public (Signature) Lori Guild

My Commission Expires: 08/09/2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
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State of Florida
Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 8, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of August, 2024

Secretary of State

Tracking Number: 5042124537CU

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

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

HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME

DANIEL A. DUKE, III

President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

DANIEL A. DUKE, JR.

Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

CHASE R. ROGERS, E.I.

Estimating Manager, Engineer

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

DANIEL A. DUKE III

President/Founder

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County
Project Value: $1,323,642.00
Project Location: Orlando, FL
Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach
Project Value: $346,680.00
Project Location: North Palm Beach, FL
Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County
Project Value: $792,003.00
Project Location: Belle Glade, FL
Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.

CHASE R. ROGERS, E.I.

Estimating Manager/Project Director

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach
Project Value: $528,587.00
Project Location: West Palm Beach, FL
Role: On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County
Project Value: $653,400.00
Project Location: Naples, FL
Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority
Project Value: $2,313,374.00
Project Location: Cudjoe Key, FL
Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

Resume

Thomas Laessig

D.O.B. 1 Apr. 1951

H.S. Graduate Riviera Beach High School 1969

State License **EC -13003753 Fl. Electrical Contractor Unlimited**

Sept. 1973 **Honorable Discharged** from **U.S.A.F.**

Four Active Duty as a Loadmaster Air Crew C-141A

C-130E with 2-year Tour in Southeast Asia

Oct. 1973 Returned to work as an Electrician for National Electrical

1. **Post Times** Additions to Press and associated equipment
2. Several Condominium Projects in P.B. County
3. **Jupiter Townhall- Police Dept.**
4. Several other Projects

Jan. 1986 Began working for J.P. Driscoll Electrical Contractors/Patrick Power Corp. as a P.B. County Licensed Journeyman.

1. Taking over as Electrical Superintendent **Burdines Dept. Store** Boynton Beach Mall
2. **Bloomingdales Dept. Store** the following years as Elect. Supt.
3. In late 1987 Began complete renovation to **West Palm Bch. WTP** This was 2 ½ year Project.
4. In late 1989 began a renovation to **Plantation WTTP** and the New WTP
5. Mid 1990 began construction of new **Memorial West Hospital** Broward County 2-year Project as the Electrical Supt./Project Manager

Jan. 1994 Began working for **Okeelanta Sugar Refinery** as Electrical Supt./Project Manager reworking Electrical Distribution /Control Systems.

Apr. 1996 returned to JP Driscoll/Patrick Power Corp. as Electrical Supt./Project Manager began complete Renovation to **Naples WWTP** this was a 2-year Project which consisted of a completely new Electrical Distribution System while keeping the Plant Functional.

March 1998 began A complete renovation / expansion to **N. Collier County WWTP** this Project was a 3-year extensive rehab to Main Electrical Distribution and Instrument/Control updates.

May 2002 began New Construction of **La Posada Retirement Community** in Palm Bch. Gardens. The faculty had a complete Hospital on site. This was a 2-year Project.

Aug. 2004 began Powerline of S.FL. Inc. as P.B. County based Electrical Contractor State Certified **EC-13003753**

1. Jan. 2006-2009 Complete **P.B. County Systemwide Wellfield Expansion.** 950,000 Dollar Contract
2. March 2007-2008 **P.B. County South W.W. Reclamation Facility** completed Phase 1 & 2 Odor Control Facilities.
3. 2007-2010 completed several **Lift Station & Raw Water Wells for Seacoast Utilities.**
4. Nov. 2008 began Upgrade Project for **Indian River South R.O. Facility** which consist of new Motor Control Center and new High Service Pumps with added Instrumentation /Controls.
5. Nov. 2009 began 5kv. Upgrade Project to the **City of Sunrise W.W.T.P.**
   With addition Master Pump Station.
6. Aug. 2010 began The **S. Lake Worth Sand Transfer Station** this Project was a new Station located at the north end of the Inlet with the purpose of transferring sand from north to southside of the Inlet. This t was a 2-year .5 million Dollars Electrical Construction Project.
7. July 2011 began the **City of W.P.B. Clematis Streetscape Project** which consist of 50 New Decorative LED Lights /Poles. The existing Poles from Narcis to Rosemary five city blocks were removed and replaced addition new Lighting Control Stations with Electrical Power Stations thru out.
8. Aug. 2011 began a **P.B. County Wide Lightning Upgrade Contract** which consisted of all County Facilities this was a 5-year contract and upgrades to LED lighting thru out the County. Fire Station, PBSO Facilities, Parks, Libraries & Courthouses etc.
9. Sept. 2011 **Seacoast Utilities Raw Water Wells 1-4**
10. Sept. 2012 began Expansion to **P.B. County W.T.P. 3 a new 5kv** feeder to western Wellfield with Step Down Transformers at each location.
11. **Wind Turbines City of Sebastian** 4 units located at Airport
12. **E.C.R. City of W.P. Beach Expansion to existing CL2 Facilities**
13. March 2013 began 2 Project for **Boca Raton W.W.T.P. Concentrate**
14. Apr. 2013 rehabilitation to existing **Town of Palm Bch. W.W. Master Pump Station A-7**

15. Jun. 2014 **E.C.R. City W.P. Bch.** Upgrades to 4 existing Deep Well Pump Stations
16. July 2014 **New Scrubber Station P.B. County W.T.P. 3 expansion Odor Controls**
17. Aug. 2014 **P.B. County W.T.P. 9 100ft. Communication Tower** 1 year project
18. Sept. 2014 **Raw Water Wells 15-20 City of W.P.B.**

19.Jan. 2015 **P.B. County S. County Water Reclamation Facility Gas Digester Improvements**

20. March 2015 **Spring tree Golf Course City of Sunrise** 12 new Raw Water Wells all Directional Bore

21. May 2015 **P.B. County W.T.P. 8 new Raw Water Wells 8-15** 18-month Project.

22. Jun. 2016 **P.B. County W.T.P. 3 New Sand Filter 1 -2 M.C.C.** Expansion.

23. Apr. 2017 **P.B. County W.T.P. 11 Chemical Pump Upgrades**

24. Jun. 2018 **Loxahatchee River Dist. Master Pump Station 1 Rehab.**

25. July 2018 **P.B. County Camino Real Drawbridge Rehab.**

26. Aug. 2018 **Tequesta W.T.P. Filter – New Motor Control & High Service Pump Improvements** 2-year Project

I have completed several small Projects for Palm Beach County over the past couple of years.

My knowledge of infrastructure is extensive based on the wide range of Projects constructed. Working with Designers / Engineers trying to produce the Best possible Project.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

GREAT SEAL OF THE STATE OF FLORIDA

IN GOD WE TRUST

LATISHA THOMAS

[redacted]

LICENSE NUMBER: EC13003753

EXPIRATION DATE: AUGUST 31, 2024

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Alfredo Ramirez

Underground Utilities Superintendent

Contact

5604 Oleander Ave.
Fort Pierce, FL 34982
321-258-1161
Fredo00772@gmail.com

Education

High School Diploma
2009

Key Skills

Field Supervisor
Project Management
Crew Scheduling
Communication with Clientele
Problem Solving

Experience

February 2009 / Present
Superintendent • Hinterland Group Inc.

References

Provided upon request.

2009
Worked with coating crew and lift station crew for 2 years. Responsibilities included: Manhole and wet well rehab prepping, terminating leaks and applying refratta to the manhole as well as wet well walls.

2011
Began position as Coating Foreman for 3 years. Supervised coating crew. Assisted in scheduling upcoming jobs and assured daily work performance met company expectations.

2014
Became Lift Station Foreman for 5 years. Position included: Lift station rehab, demo and installation of new plumbing. Setting of new underground structures according to plan elevations. Installed water services and water mains. Installed bypass pump outs and sewer mains. Concrete pad and sidewalk pour, rod and asphalt repairs, set up dewatering systems, performed as heavy equipment operator.

2019- Present day
Superintendent. Assisting with multiple jobs and crew scheduling, troubleshooting in the field, managing crews, communicating with Project Managers and Foremen to make sure jobs remain on schedule. Communicating with clients throughout the projects, bridge any communication gaps between Client, Project Manager and Field Personnel. Schedule jobs and crews, and modify crew personnel when needed.

HINTERLAND GROUP INC.

Emergency Contact List

Name	Title	Office Phone	Cell Phone	Email Address
Alfredo Ramirez	Construction Manager	561-640-3503	321-258-1161	ARamirez@hinterlandgroup.com
Daniel Duke III	President	561-640-3503	954-649-4930	DDuke1@hinterlandgroup.com
Chase Rogers	Project Director	561-640-3503	561-543-9680	CRogers@hinterlandgroup.com
Joe Myer	Safety Director	561-640-3503	518-965-4680	JMyer@hinterlandgroup.com
Julie Gwinner	HR Director	561-267-8092	561-379-6447	JGwinner@hinterlandgroup.com

Hinterland Group, Inc.
2051 W Blue Heron Blvd., Riviera Beach, FL 33404
Ph: 561-640-3503 | Fax: 561-640-3504
info@hinterlandgroup.com | www.hinterlandgroup.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2026

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Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2026

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CBC1255077

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/16/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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FDOT
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06, 2024

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

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

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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

WAGNER BONDING
&
INSURANCE, INC.

June 21, 2024

RE: Hinterland Group Inc.

To whom it may concern,

We are the bonding agent for Hinterland Group Inc. They are bonded by Atlantic Specialty Insurance Company, an "A+XV" rated surety in the AM Best Guide. Hinterland Group Inc. has an excellent reputation in the community. While each project is approved on it's own merits, Hinterland Group Inc. has the ability to bond single projects in excess of $25,000,000 with an aggregate limit of $100,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Hinterland Group Inc. and Atlantic Specialty Insurance Company.

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

Sincerely,

Wagner Bonding & Insurance, Inc.

Taylor Wagner
Resident Florida Licensed Agent
Attorney-in-Fact

P.O. Box 2868 Lakeland, FL. 33806
Phone 863-859-9823
Fax 863-815-1864

HINTERLAND GROUP INC.

City of Boynton Beach
100 E Ocean Avenue
Boynton Beach, FL 33435

Project Approach

Project Staff and Equipment Availability: Please reference the resumes and equipment list included in the company qualifications package included in the bid package. All equipment and staff remain available at all times. Due to the large volume of equipment, which HGI owns, and the ability to rent from multiple vendors, we are able to rearrange equipment as needed to assure the proper tool for each job is onsite.

Emergency Response: There are always Hinterland employees on call and available for emergency situations, 24/7. HGI currently owns more than ten (10) vacuum trucks and tanker trucks that are available whenever they are needed. HGI is also currently under contract with many municipalities statewide as an emergency response contractor and has performed many emergency jobs in the past. HGI always has crews up and down both coasts of Florida which allow us to be anywhere in the southern half of the sate quickly when emergencies arise.

Cooperation and Coordination with City Staff: HGI is familiar with the city staff and procedures and will make sure to follow all of the necessary protocol for pertinent project items.

Project Challenges: There are many potential challenges associated with this project depending on the conditions of each project as they arise.

Technical Approach and Project Assignment: HGI completely inspects and analyzes every aspect of a project prior to submitting a bid or quotation, and goes through the project again with a fine-tooth comb prior to the beginning construction. Job site conditions are analyzed for safety hazards to the construction staff and public, possible utility conflicts, traffic conditions and concerns, public interaction during construction and any other site conditions that could cause potential issues and/or delays to the construction of the project.

Once all other facets of the project are ironed out with reasonable and achievable solutions, HGI will assign appropriate personnel to the project. Both field and office staff will be specifically chosen for each project based on the project's conditions and requirements. Field staff will need to be experienced in handling not only similar types of work, but also similar site conditions (i.e. tight spaces, roadways, high traffic areas, etc.). Project management staff will be assigned based on competency and ability to properly manage the given project. Project managers' current projects and workload will also be taken into account to ensure they are able to give the project the required amount and attention and detail.

Project Management and Scheduling: Upon project assignment to the selected Project Manager (PM), the project estimating and assignment staff have a meeting with the PM to over the project in detail, including project scope, budget, schedule, anticipated conflicts and difficulties, public relations and all other aspects. The PM will spend the necessary amount of time reviewing the project information and performing site visits as needed to establish a complete understanding and grasp of the project. PMs are responsible for coordinating all deliveries, subcontractors, materials and all other aspects of scheduling for the project to ensure that the project moves forward on time and within the prescribed budget. On large projects each PM is assigned a designated PM Assistant, which helps to ensure that all paperwork, forms, records and other documents remain up to date as the project moves forward.

Site Safety: Site safety is a major and top concern at HGI. Site Superintendents hold routine tailgate safety meetings in the field, on safety items relating to both work habits and procedures in general as well as the current project. HGI also has a full time Safety Officer on staff at all times.

ANTI-KICKBACK AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE
Chase Rogers, Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers, who is personally known to me or who has produced N/A as identification.

Sworn and subscribed before me
this 28 day of August , 2024

Printed Information:

Lori Guild
NAME

Bid Administrator
TITLE

Hinterland Group Inc.
COMPANY

Lori Guild
NOTARY PUBLIC, State of Florida
at Large

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

:

County of Palm Beach)

Chase Rogers, being first duly sworn, deposes and says that:

1) He is Project Director (Title) of Hinterland Group Inc. (Name of Corporation or Integrator), the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor 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 Vendor, integrator 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 communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach 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 Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Typed name: Nicholas Lynch

Typed name: Julie Gwinner

VENDOR: Hinterland Group Inc.

Signed:

Name: Chase Rogers

Title: Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers, who is personally known to me or who has produced N/A as identification.
Subscribed and sworn to before me

This 28 day of August, 20 24

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Notary Public (Signature)

My Commission Expires: 08/09/2026

(Signed) Lori Guild

(Title) Bid Administrator

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

I, Chase Rogers, Project Director, on behalf of Hinterland Group Inc. certify

Print Name and Title — Company Name

that Hinterland Group Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran

Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Hinterland Group Inc.
COMPANY NAME

SIGNATURE

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Chase Rogers
PRINT NAME

Project Director
TITLE

08/28/2024
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers, who is personally known to me or who has produced N/A as identification.

Subscribed and sworn to before me
This 28 day of August, 2024

NOTARY PUBLIC STATE OF FLORIDA
LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Lori Guild
Notary Public (Signature) Lori Guild

08/09/2026
My Commission Expires:

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/16/2024

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Melanie S. Griffin, Secretary

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

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Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CBC1255077

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Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/16/2024

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B23.664313 07/18/2023	$99.00	B40145154

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

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082364
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B23.664394 07/18/2023	$99.00	B40156458

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HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018108321
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	DUKE DANIEL AMOS III	CUC1224634	B23.664234 07/18/2023	$27.50	B40133138

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HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201139576
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ELECTRICAL CONTRACTOR	BREIG CHARLES J	EC13003615	B23.664312 07/18/2023	$99.00	B40145155

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HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082363
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

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Permit Year October 01, 2023 to September 30, 2024

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CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

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992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06,2024

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

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

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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.)

Hinterland Group Inc.

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.

2051 W Blue Heron Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Riviera Beach, FL 33404

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

2	0	–	5	1	5	6	8	4	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Daniel Duke III, President **Date** 4/5/24

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

WARRANTIES

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Vendor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Vendor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Vendor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Vendor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

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9. That this Warranty is included in exposures for which the Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Vendor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 28 day of August, 2024.

(SEAL)

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

VENDOR: Hinterland Group Inc.

By

Chase Rogers, Project Director

ATTEST:

Secretary Lori Guild, Bid Administrator

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TRENCH SAFETY ACT AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Vendor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Hinterland Group Inc.
Name of Proposer

Authorized Signature of Proposer
Chase Rogers, Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024 by Chase Rogers, who is personally known to me or who has produced N/A as identification.

Subscribed and sworn to before me
This 28 day of August, 2024

Lori Guild
Notary Public (Signature)

My Commission Expires: 08/09/2026

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

(Signed) Lori Guild

(Title) Bid Administrator

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Benching	LF	TBD	$1.00	TBD	Bench
Shoring	SY	TBD	$10.00	TBD	Trench Box

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS**

Solicitation No.: **UTL24-060**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

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c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) 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.

e) If the 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.

Company Name:	Hinterland Group Inc.
Authorized Signature:	
Print Name:	Chase Rogers
Title	Project Director
Date:	August 28, 2024
Phone:	561-640-3503

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers on behalf of Hinterland Group Inc. He/she is personally known to me or has produced N/A as identification.

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Lori Guild
NOTARY PUBLIC

Lori Guild
(Name of Notary Typed, Printed or Stamped)

Bid Administrator
Title or Rank

Serial number, if any

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An official website of the United States government
Here's how you know

E-Verify Menu

My Company Account

My Company Pro le

Company Information

Company Name

Hinterland Group, Inc.

Doing Business As (DBA)

Company ID

1579646

Enrollment Date

08/21/2020

Employer ID Number

205156844

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Locations

Physical Address

2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 28, 2024

Entity: Hinterland Group Inc.

Signed: _____

Name: Chase Rogers

Title: Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers, as Project Director for Hinterland Group Inc., who is personally known to me or who has produced N/A as identification.

Notary Public Signature: _____

Print Name: Lori Guild

State of Florida at Large (Seal)

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

My commission expires: 08/09/2026

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: August 28, 2024

Entity: Hinterland Group Inc.

Signed: _____

Name: Chase Rogers

Title: Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024, by Chase Rogers, as Project Director for Hinterland Group Inc., who is personally known to me or who has produced N/A as identification.

Notary Public Signature: _____

Print Name: Lori Guild

State of Florida at Large (Seal)
LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

My commission expires: 08/09/2026

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BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Hinterland Group Inc.

as Principal, and Atlantic Specialty Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of Bid Amount Dollars ($ 5% of Bid Amt) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated August 25, 2024, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 23 day of August, 20 24, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Hinterland Group Inc.
Name of Firm

WITNESS:

Lori Guild

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Signature of Authorized Officer (affixed seal)

Chase Rogers, Project Director
Title

2051 W Blue Heron Blvd.
Business Address

Riviera Beach, FL 33404
City and State

SURETY:

Atlantic Specialty Insurance Company
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal) Taylor D. Wagner
Attorney-in-Fact

P.O. Box 2868
Business Address

Lakeland, FL 33806
City and State

Wagner Bonding & Insurance, Inc.
Name of Local Insurance Agency

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Chase Rogers, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Chase Rogers who signed the such Bid Bond on behalf of the Principal, was then Project Director of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)
Chase Rogers, Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of X physical presence or ___online notarization TAYLOR WAGNER to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the Atlantic Specialty Insurance Company and that they have been authorized by Atlantic Specialty Insurance Company to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: Hinterland Group Inc.

Name: Chase Rogers, Project Director

Address: 2051 W Blue Heron Blvd.

City/ State: Riviera Beach, FL ZIP: 33404

Phone: 561-640-3503

Bond Amount: Five Percent of Bid Amount

SURETY BOND COMPANY:

Name: Atlantic Specialty Insurance Company

Address: 605 Highway 169 North, Suite 800

City/ State: Plymouth,MN ZIP: 55441

Phone: 727-540-9100

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current 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.

August 23, 2024
Date

Agent and Attorney-in-Fact

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23 day of August, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Locations: Palm Beach – Cocoa – Stuart

COMPANY QUALIFICATION & CERTIFICATION PACKAGE



WWW.HINTERLANDGROUP.COM

CORPORATE OFFICE:

2051 W Blue Heron Blvd, Riviera Beach, FL 33404
561-640-3503 PH
561-640-3504 FX



INFO@HINTERLANDGROUP.COM

COMPANY QUALIFICATION & CERTIFICATION PACKAGE

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FDOT Certificate of Qualification ---------- Page 25

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Owned Equipment ---------- Page 34

Prior Experience ---------- Page 42

CIPP Roster ---------- Page 57

Installed Liner Quantities ---------- Page 58

CIPP Prior Experience ---------- Page 60

HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

CORPORATE RESUME

DANIEL A. DUKE, III

President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

DANIEL A. DUKE, JR.

Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

CHASE R. ROGERS, E.I.

Estimating Manager, Engineer

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

DANIEL A. DUKE III

President/Founder

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County
Project Value: $1,323,642.00
Project Location: Orlando, FL
Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach
Project Value: $346,680.00
Project Location: North Palm Beach, FL
Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County
Project Value: $792,003.00
Project Location: Belle Glade, FL
Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.

CHASE R. ROGERS, E.I.

Estimating Manager/Project Director

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach **Project Value:** $528,587.00
Project Location: West Palm Beach, FL **Role:** On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County **Project Value:** $653,400.00
Project Location: Naples, FL **Role:** Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority **Project Value:** $2,313,374.00
Project Location: Cudjoe Key, FL **Role:** Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

Emergency Contact List

Name	Title	Office Phone	Cell Phone	Email Address
Alfredo Ramirez	Construction Manager	561-640-3503	321-258-1161	ARamirez@hinterlandgroup.com
Daniel Duke III	President	561-640-3503	954-649-4930	DDuke1@hinterlandgroup.com
Chase Rogers	Project Director	561-640-3503	561-543-9680	CRogers@hinterlandgroup.com
Joe Myer	Safety Director	561-640-3503	518-965-4680	JMyer@hinterlandgroup.com
Julie Gwinner	HR Director	561-267-8092	561-379-6447	JGwinner@hinterlandgroup.com

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated April 25, 2023

Daniel Duke III, President

Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023 by Daniel Duke, III.

Lori Guild

Notary Public

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

State of Florida
Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 8, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of August, 2024



Secretary of State

Tracking Number: 5042124537CU

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

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

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number	P06000086423
FEI/EIN Number	20-5156844
Date Filed	06/26/2006
State	FL
Status	ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2022	04/05/2022
2023	04/05/2023
2024	04/08/2024

Document Images

04/08/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

An official website of the United States government
Here's how you know

My Company Profile

Company Information

Company Name

Hinterland Group, Inc.

Doing Business As (DBA)

Company ID

1579646

Enrollment Date

08/21/2020

Employer ID Number

205156844

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Locations

Physical Address

2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Mailing Address

Same as Physical Address

Edit Company Locations

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Plug-ins

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Company of Amer	25674
INSURER C : Starr Indemnity & Liability Company	38318
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [x] OCCUR X XCU Coverage Included X Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	x	x	DT-CO-2W558369-COF-24	01/31/2024	01/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	x	x	810-2W545755-24-26-G	01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	x UMBRELLA LIAB [x] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CUP-2T683165-24-NF	01/31/2024	01/31/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	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	 $ $ $
C	INLAND MARINE	X		ITA100065347424	1/31/2024	1/31/2025	Scheduled Equip. Installation Floater	$5,115,498 $100,000/$500,00

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer its agents or representatives. Certificate Holder is an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/ agreement with the insured executed prior to injury or damage. Coverage is primary/non-contributory to additional insureds when it is required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jennie Lanman <JNL>

© 1988-2014 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FFVA Mutual Insurance Company	10385
INSURED	INSURER B :	
Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC840-0805462-2024A	1/31/2024	1/31/2025	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)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jennie Lanman <JNL>

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WAGNER BONDING
&
INSURANCE, INC.

June 21, 2024

RE: Hinterland Group Inc.

To whom it may concern,

We are the bonding agent for Hinterland Group Inc. They are bonded by Atlantic Specialty Insurance Company, an "A+XV" rated surety in the AM Best Guide. Hinterland Group Inc. has an excellent reputation in the community. While each project is approved on it's own merits, Hinterland Group Inc. has the ability to bond single projects in excess of $25,000,000 with an aggregate limit of $100,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Hinterland Group Inc. and Atlantic Specialty Insurance Company.

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

Sincerely,

Wagner Bonding & Insurance, Inc.



Taylor Wagner
Resident Florida Licensed Agent
Attorney-in-Fact

P.O. Box 2868 Lakeland, FL. 33806
Phone 863-859-9823
Fax 863-815-1864

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/16/2024

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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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CBC1255077

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 05/16/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/16/2024

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B23.664313 07/18/2023	$99.00	B40145154

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

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082364
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B23.664394 07/18/2023	$99.00	B40156458

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

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

2 - 562

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018108321
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	DUKE DANIEL AMOS III	CUC1224634	B23.664234 07/18/2023	$27.50	B40133138

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

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201139576
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ELECTRICAL CONTRACTOR	BREIG CHARLES J	EC13003615	B23.664312 07/18/2023	$99.00	B40145155

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

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 WEST BLUE HERON BLVD
RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082363
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06,2024

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

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

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

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Owned Equipment

Asset ID	Category	Type	Description
207	EQUIPMENT	EXCAVATOR	Bobcat Compact Excavator
208	EQUIPMENT	EXCAVATOR	Bobcat Mini Excavator
209	EQUIPMENT	SKID STEER	Bobcat Skid Steer Loader T300
215	EQUIPMENT	EXCAVATOR	Cat 328D LCR Excavator 328D
216	EQUIPMENT	EXCAVATOR	2017 Caterpillar Excavator 325 FLCR
217	EQUIPMENT	LULL	Caterpillar Forklift TL1055
218	EQUIPMENT	EXCAVATOR	2016 Caterpillar Mini Excavator 305_5E2CR
219	TRAILER	HAULER	1995 Center Trailer
222	VEHICLE	FLAT BED	2013 Chevy Silverado 3500 Pickup Truck
224	VEHICLE	PICKUP	2016 Chevy Silverado 1500 Pickup Truck
225	VEHICLE	PICKUP	2017 Chevy Silverado 1500 Pickup Truck
226	VEHICLE	PICKUP	2017 Chevy Silverado 2500 Truck
230	TRAILER	HAULER	Crosley Dual Axle Trailer
231	TRAILER	HAULER	Crosley Trailer
232	TRAILER	HAULER	Crosley Trailer
236	TRAILER	HAULER	2001 Interstate Trailer Flat Bed
239	VEHICLE	BOILER	1995 Ford Tandem L9000W/Propane Boiler
242	VEHICLE	PICKUP	2008 Ford Pickup Truck F-250
245	VEHICLE	UTILITY	2006 Ford 750 Truck
248	VEHICLE	PICKUP	2004 Ford F350 Truck
250	VEHICLE	UTILITY	2012 Ford F550 Truck
253	VEHICLE	TANKER	2009 Freightliner Columbia
254	VEHICLE	TANKER	2009 Freightliner Columbia
255	VEHICLE	TANKER	2011 Freightliner M-2
256	VEHICLE	TV TRUCK	2002 Freightliner Cues 1
257	VEHICLE	TANDEM	2011 Freightliner TANDEM
258	TRAILER	CARGO	FRRV Trailer
259	EQUIPMENT	LIFT	Genie Personal Lift (Silver)
260	VEHICLE	VAN	2006 GMC Savana 3500 Cargo Van

261	VEHICLE	PICKUP	2004 GMC Sierra 1500 Pickup Truck
263	VEHICLE	PICKUP	2011 GMC Sierra Denali Pickup Truck
264	VEHICLE	PICKUP	2014 GMC Sierra 1500 Pickup Truck
267	VEHICLE	PICKUP	2006 GMC 1500 Sierra Pickup Truck
268	VEHICLE	PICKUP	2016 GMC Sierra 2500 Pickup Truck
269	VEHICLE	PICKUP	2016 GMC Sierra C25 Pickup Truck
270	VEHICLE	FLAT BED	2015 GMC Sierra C35 Pickup Truck
271	VEHICLE	UTILITY	2009 GMC TK Kodiac Service Truck/Crane 4x4
272	VEHICLE	TV TRUCK	2009 GMC TC500 Truck
274	VEHICLE	PICKUP	2017 GMC Sierra 2500 Truck
279	VEHICLE	VAN	2014 GMC Savana 1500 Work Van
280	EQUIPMENT	PUMP	Gorman Pump
285	TRAILER	BLASTER	Power Washer Trailer Mount
287	VEHICLE	TV TRUCK	2010 Horton Cues 2 International Chassis
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor
291	VEHICLE	DUMP	2006 International 4300 Flat Bed Dump Truck
292	VEHICLE	BOX	2003 International Box Truck
295	VEHICLE	REEFER	2009 International 4400 Reefer Truck
296	VEHICLE	REEFER	2009 International 4400 Truck
304	TRAILER	HAULER	2000 Draggin Trailer (Pressure Washer Trailer)
307	EQUIPMENT	ROLLER	Bomag Roller
309	EQUIPMENT	EXCAVATOR	2015 John Deere 35G Compact Excavator
310	EQUIPMENT	EXCAVATOR	2015 John Deere 35G Compact Excavator
311	EQUIPMENT	EXCAVATOR	John Deere 35 D Compact Excavator
313	EQUIPMENT	SKID STEER	2016 John Deere 323E Compact Track Loader
314	EQUIPMENT	EXCAVATOR	John Deere 85G Excavator
317	EQUIPMENT	SKID STEER	2015 John Deere 329E Skid Steer
318	EQUIPMENT	LOADER	2013 John Deere 304K Wheel Loader
319	EQUIPMENT	LOADER	2004 John Deere 324H Wheel Loader
322	VEHICLE	BOILER	2017 Kenworth T880 Boiler Truck
323	VEHICLE	VAC	2016 Kenworth Vac Truck
325	EQUIPMENT	EXCAVATOR	2017 Komatsu PC228USLC-10 Hydraulic Excavator
326	EQUIPMENT	EXCAVATOR	2017 Komatsu PC138USLC-11 Hydraulic Excavator
327	EQUIPMENT	EXCAVATOR	2004 Komatsu PC228USLC-3 Hydraulic Excavator
329	TRAILER	CARGO	Look Enclosed Trailer
330	TRAILER	CARGO	Look Enclosed Steam Trailer

331	EQUIPMENT	EXCAVATOR	2008 Menzi Muck A91 Walking Excavator
332	VEHICLE	FLAT BED	2017 Dodge 5500 Crane Flatbed
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer
335	TRAILER	CARGO	Space Coast Trailer
336	VEHICLE	CRANE	2000 Sterling L7500 Crane Truck
337	VEHICLE	VAC	2002 Sterling 7500 Vac Truck
338	VEHICLE	VAC	2005 Sterling LT9500 Sewer Cleaning Vac Truck
339	TRAILER	COMPRESSOR	Compressor w/ Trailer
341	EQUIPMENT	PUMP	Thompson 6' Bypass Pump -Trailer
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump (dewater)
343	EQUIPMENT	PUMP	Thompson 12" Well point Pump (dewater)
344	EQUIPMENT	PUMP	Thompson 4" Mounted Pump-Trailer
346	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
347	TRAILER	PUMP	Thompson 6' Trailer Mounted PUMP
348	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
349	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
350	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
351	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
352	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
353	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
354	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
355	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
356	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
357	TRAILER	HAULER	Torino Tilt Trailer
375	VEHICLE	PICKUP	2017 GMC Sierra 1500 Pickup Truck
377	VEHICLE	PICKUP	2017 Chevy Silverado 2500 Truck
379	VEHICLE	BUCKET	2005 GMC C4500 Truck
380	VEHICLE	TANDEM	2007 International 8600 Truck
382	TRAILER	LOW BOY	2017 Eager Beaver 26' 50 GSL/3 Low Boy
383	VEHICLE	VAC	2018 Freightliner 2115-18PD Vac Truck
384	EQUIPMENT	EXCAVATOR	2017 John Deere 35G Compact Excavator
385	TRAILER	REEFER	2011 Utility Reefer Trailer 53'
388	EQUIPMENT	EXCAVATOR	2017 Komatsu PC78US-10 Hydraulic Excavator
395	EQUIPMENT	GENERATOR	80KW Generator
397	EQUIPMENT	GENERATOR	25KW Generator
398	EQUIPMENT	EXCAVATOR	2004 Daewoo SL420LC-V Excavator
400	EQUIPMENT	EXCAVATOR	2001 Komatsu PC138USLC2 Hydraulic Excavator

404	TRAILER	DUMP	Big Tex Dump Trailer
405	EQUIPMENT	LOADER	Cat 928G Wheel Loader
406	EQUIPMENT	PUMP	2013 Thompson Skid mount Elec Bypass Pump
407	EQUIPMENT	LIFT	Scissor Lift
408	EQUIPMENT	PUMP	Holland Hydraulic Pump (power pack)
409	TRAILER	CARGO	2018 Forest River 7' x 16'
412	TRAILER	TANKER	2003 Heil 9000 Gallon Tanker
413	EQUIPMENT	PUMP	8" Thompson 8V-55 Pump (Dewater/Trash)
414	EQUIPMENT	PUMP	Gorman X504-001 Pump.
416	EQUIPMENT	PUMP	Holland Pump(power pack)
417	EQUIPMENT	COMPACTOR	Atlas Copco Asphalt
418	EQUIPMENT	COMPACTOR	2016 Wackier Neuson Plate compactor
419	TRAILER	CARGO	2017 Freedom Trailer 14' x 7'
420	EQUIPMENT	PUMP	Thompson W-357 Dewater
421	TRAILER	CARGO	2018 Forest River Trailer
422	TRAILER	CARGO	Forest River Trailer Cargo
423	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
428	VEHICLE	PICKUP	2018 GMC Sierra 1500 pickup
429	EQUIPMENT	COMPRESSOR	1999 Ingersoll Rand P185 WIR 185 CFM Air compressor
430	EQUIPMENT	COMPACTOR	2018 Wackier Neuson BPU4045 Compactor
431	EQUIPMENT	PUMP	Thompson 6' Bypass pump
432	EQUIPMENT	PUMP	Thompson 6"Bypass pump
433	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
434	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
435	VEHICLE	VAN	2011 GMC Savana 3500
436	TRAILER	HAULER	2003 Crosley CR81 x 17 3 tonTrailer
438	TRAILER	PUMP	2008 Holland H12TP5370 pump(power pack)
445	VEHICLE	PICKUP	2015 Ford F350 Pickup
446	TRAILER	CARGO	2019 Pace cargo
447	TRAILER	CARGO	2018 Forest River 20' cargo
448	EQUIPMENT	LOADER	2007 Caterpillar 950H Loader
453	TRAILER	PUMP	Electric Bypass Pump
454	EQUIPMENT	MAN LIFT	2006 Genie Z3422 Man lift
455	EQUIPMENT	MAN LIFT	2007 JLG 460SJ Man Lift
457	EQUIPMENT	COMPACTOR	2018 Wackier Neuson BPU4045 compactor
458	EQUIPMENT	COMPACTOR	2018 Wackier Neuson BPU4045 compactor

460	TRAILER	CARGO	Trailer Pace 7x16
461	VEHICLE	PICKUP	2004 GMC Sierra 1500
462	VEHICLE	PICKUP	2008 Ford F-250
463	VEHICLE	PICKUP	2009 Ford F-250
465	VEHICLE	CRANE	2004 GMC C4500
466	VEHICLE	VAC	2005 International Vac Truck
467	EQUIPMENT	MIXER	Concrete Mixer CM9
468	EQUIPMENT	EXCAVATOR	2018 John Deere 35G excavator
469	EQUIPMENT	SKID STEER	2018 Caterpillar 289D skid steer
471	EQUIPMENT	EXCAVATOR	2018 Caterpillar 308E2CRSB excavator
472	EQUIPMENT	EXCAVATOR	2018 Caterpillar 308E2CRSB excavator
473	EQUIPMENT	SKID STEER	2018 Caterpillar 262D skid steer
475	VEHICLE	REEFER	2018 Kenworth T370 refrigerated truck
476	TRAILER	HAULER	2006 Imperial CR825 Trailer
477	TRAILER	HAULER	2006 Anderson T35180 Trailer
480	EQUIPMENT	OFF ROAD CART	2014 Club Cart Carryall Off Road Cart
481	EQUIPMENT	COMPACTOR	Wackier Neuson BPU4045 Compactor
484	EQUIPMENT	EXCAVATOR	2015 John Deere 17G Excavator
485	EQUIPMENT	EXCAVATOR	2018 Caterpillar 303ECR Excavator
486	VEHICLE	CRANE	2009 Ford F-350
488	VEHICLE	CRANE	2011 Ford F-550
489	EQUIPMENT	EXCAVATOR	2017 Caterpillar 303.5E2CR
491	EQUIPMENT	EXCAVATOR	Caterpillar 315F Excavator
493	VEHICLE	FLAT BED	2018 CHEVY Silverado 3500 FLAT BED
494	VEHICLE	FLAT BED	2018 CHEVY Silverado 3500 FLAT BED
495	VEHICLE	FLAT BED	2018 CHEVY Silverado 3500 FLAT BED
496	VEHICLE	FLAT BED	2018 Chevy Silverado 3500
497	EQUIPMENT	COMPACTOR	Wackier Neuson BPU4045
498	EQUIPMENT	COMPACTOR	Wackier Neuson BPU4045
499	EQUIPMENT	ROLLER	Caterpillar CS34 Roller
500	EQUIPMENT	ROLLER	Caterpillar CS54B
501	VEHICLE	BOILER	2019 Kenworth T370 Steam Truck
503	TRAILER	CARGO	2019 Spartan SP7 x 16TA Cargo Trailer
504	TRAILER	CARGO	2019 Spartan SP8.5 x 16TA Cargo Trailer
505	TRAILER	CARGO	2019 Spartan JU7 X 16TE2 Cargo Trailer
506	EQUIPMENT	EXCAVATOR	2018 Caterpillar 305_5E2CR Excavator
507	EQUIPMENT	LOADER	2018 Caterpillar 908M Loader

508	TRAILER	DUMP	2018 U DUMP 83" X 14' X 48" TRAILER
509	TRAILER	DUMP	2018 U DUMP 83" X 14' X 48" TRAILER
512	EQUIPMENT	SKID STEER	2019 Caterpillar 279D Skid Steer
513	EQUIPMENT	PUMP	2019 Thompson D-DHS-EOV-1B30X2 diaphragm pump
514	TRAILER	PUMP	2019 Thompson 6V-DJDST-45T-M PUMP
515	VEHICLE	VAN	2007 Chevy Uplander van
517	TRAILER	GENERATOR	2002 Coleman 25KW Generator
518	TRAILER	MIXER	Mixer 32007033
519	EQUIPMENT	LOADER	2006 Kubota R520S Wheel Loader
520	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
521	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
522	EQUIPMENT	PUMP	Thompson 12R-DJDS_45T-XC Pump
523	EQUIPMENT	PUMP	Thompson 6" Bypass Pump
524	EQUIPMENT	PUMP	Thompson 6' Bypass Pump
525	VEHICLE	TV TRUCK	2008 Ford E 450 TV Truck
526	TRAILER	CARGO	2019 Forest River 6' x 12' Cargo Trailer
527	VEHICLE	FLAT BED	2016 Ford F550 Flat bed
531	EQUIPMENT	LIGHT TOWER	Light Tower
532	EQUIPMENT	COMPACTOR	Wacker Neuson BPU4045A COMPACTOR
534	EQUIPMENT	ROLLER	Leeboy roller MODEL 400
536	EQUIPMENT	PUMP	6" Well point pump (Dewater)
537	VEHICLE	TRUCK	2019 Chevrolet Silverado 2500 4WD LTZ Crew Cab
538	TRAILER	CARGO	Forest River Trailer
539	VEHICLE	VAN	2014 Dodge Caravan
541	VEHICLE	VAN	2011 GMC Savana 2500 VAN
542	VEHICLE	VAN	2007 CHEVY VAN
543	VEHICLE	REEFER	2011 Kenworth T370
544	VEHICLE	TV TRUCK	2014 Chevrolet Van CCTV
545	EQUIPMENT	LIGHTING	2011 Terex RL4000 Light Tower
546	TRAILER	HAULER	Carry-On Trailer
547	VEHICLE	PICKUP	2014 Ford F250
549	VEHICLE	FLAT BED	2018 GMC Sierra
550	VEHICLE	VAC	1999 Sterling Vac truck LT 9501
551	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
552	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
553	EQUIPMENT	PUMP	Cornell Water Pump 12"
554	EQUIPMENT	ROLLER	2012 Multquip Double roller

560	TRAILER	REEFER	2007 Utility Reefer 28" Reefer
562	VEHICLE	UTILITY	Ford F350 1 Ton Utility Truck
563	TRAILER	HAULER	2007 Rayside trailer, 6 Ton Load Cap
566	EQUIPMENT	AIR COMPRESSOR	Atlas Copco XATS375T3 Air Compressor
567	EQUIPMENT	PUMP	14 BBA PT90 PUMP BLUE
568	EQUIPMENT	PUMP	17 BBA PT90 PUMP BLUE
569	EQUIPMENT	PUMP	13 BBA PT90 PUMP BLUE
571	VEHICLE	VAN	2019 FLT Sprinter 3500 170 EXT Van
572	VEHICLE	TRUCK	2017 Ford F450 Super Duty
573	EQUIPMENT	COMPACTOR	Wacker Nueson Vibroplate
574	VEHICLE	BOILER	2005 Kenworth T80 Boiler
575	EQUIPMENT	PUMP	06 OTHE Pump Blue (Dewater)
576	EQUIPMENT	COMPACTOR	BPU4045 Compactor
577	EQUIPMENT	COMPACTOR	Wacker Neuson Vibroplate
579	TRAILER	JETTER	Pipehunter 7834 sewer cleaner, trailer mounted
580	TRAILER	HAULER	2008 Interstate Trailer
581	TRAILER	HAULER	2007 Hudson HTD18D Trailer
582	TRAILER	HAULER	2007 Hudson HSE18 Trailer
583	VEHICLE	PICKUP	2008 Ford F250 pickup
587	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
588	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
589	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
590	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
591	EQUIPMENT	PUMP	PDT3A PUMP ,DIAPHRAGM
592	EQUIPMENT	EASEMENT MACHINE	Sewer Equipment (Jetter Machine)
593	TRAILER	PUMP	Pump Trailer
594	EQUIPMENT	SKID STEER	2016 Bob Cat T750 Skid Steer
597	TRAILER	CARGO	2020 FOREST RIVER TRAILER
598	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
599	EQUIPMENT	PUMP	4" Diaphragm Pump
600	EQUIPMENT	COMPACTOR	Wacker Neuson Compactor
602	TRAILER	CARGO	Forest River Trailer Cargo
604	TRAILER	CARGO	2021 Forest River Cargo 7x14
607	EQUIPMENT	EXCAVATOR	Doosan DX50
608	EQUIPMENT	EXCAVATOR	Doosan DX140 LCR - 5
610	EQUIPMENT	SKID STEER	2010 Bobcat A300 Skid Steer Loader
612	EQUIPMENT	PUMP	Thompson Pump 8" Electric Pump Intake , Discharge

613	EQUIPMENT	PUMP	Thompson Pump 12" (Dewater Pump)
614	EQUIPMENT	ATTACHMENT	60" MAYA Broom
615	VEHICLE	TV TRUCK	2017 Ford CCTV Truck
617	EQUIPMENT	COMPRESSOR	2014 Kaeser M250 Mobile Air Compressor
619	EQUIPMENT	PUMP	Thompson Pump 8" Bypass Pump
620	VEHICLE	UTILITY	2009 Ford F450 Utility Truck
622	VEHICLE	VAC	2008 INTERNATIONAL 7400 (AQUATEC)SEWER CLEANER/VACUUM TRUCK
623	EQUIPMENT	SKID STEER	2009 BOBCAT A300 SKID STEER LOADERS
625	EQUIPMENT	SKID STEER	2011 BOBCAT A770 SKID STEER LOADERS
626	EQUIPMENT	SKID STEER	2011 BOBCAT A770 SKID STEER LOADERS
627	EQUIPMENT	LOADER	2008 CASE 621E LOADER
628	EQUIPMENT	ATTACHMENT	Bobcat Broom Attachment
629	VEHICLE	TRUCK	2011 Ford F450 Utility Truck
630	EQUIPMENT	ATTACHMENT	72" Maya Pick up Broom Attachment
631	VEHICLE	REEFER	2020 Kenworth T880 Cab & Chassis (Global M)
632	VEHICLE	VAN	2009 Dodge Grand Caravana Cargo Mini Van
633	VEHICLE	DUMP	2007 Ford F450 Dump Truck
635	TRAILER	HAULER	2011 FELLING FT2T2 TRAILER
636	TRAILER	HAULER	2011 FELLING FT12L TRAILER
637	EQUIPMENT	PUMP	2009 THOMPSON 6TSV447 TRAILER MOUNTED TRASH PUMP
638	TRAILER	SEWER CLEANER	2009 PIPEHUNTER 7834 TRAILER MOUNTED SEWER CLEANER
639	TRAILER	SEWER CLEANER	2009 PIPEHUNTER 7834 TRAILER MOUNTED SEWER CLEANER
641	EQUIPMENT	ROLLER	2010 BOMAG BW90AD2 VIBRATORY ROLLER
644	EQUIPMENT	CONTROL PANEL	Control Panel
645	EQUIPMENT	ATTACHMENT	Broom Attachment Bobcat
646	VEHICLE	BOILER	2021 Kenworth Boiler
648	VEHICLE	DUMP	2011 International 7400 Water Truck
650	VEHICLE	BOX	2020 Chevrolet Silverado Medium Truck
655	TRAILER	PRES. CLEANER	2014 K-Bar 157597 Trailer MTD Pressure Cleaner
657	EQUIPMENT	LOADER	Wheel Loader Kubota R640R41
658	VEHICLE	REEFER	2018 IZUZU NPR REEFER
659	VEHICLE	PICKUP	2022 Chevrolet Silverado
660	VEHICLE	FLAT BED	2022 Chevrolet Silverado Medium Duty
661	VEHICLE	FLAT BED	2022 Chevy Silverado CK31043
663	VEHICLE	DUMP	2020 Kenworth T800 Dump Truck (WHITE)
664	VEHICLE	DUMP	2018 KENWORTH T880 DUMP TRUCK (BLUE)
667	EQUIPMENT	LOADER	Komatsu W320-8 Wheel Loader

668	EQUIPMENT	EXCAVATOR	2023 Doosan DX35Z Mini Exc
669	EQUIPMENT	LOADER	Komatsu WA320-8 Wheel Loader
673	EQUIPMENT	COMPACTOR	2023 Plate Compactor Weber Mf
674	EQUIPMENT	EXCAVATOR	Komatsu PC138USLC-11 Hydraulic Excavator
676	EQUIPMENT	COMPACTOR	2023 Plate Compactor Rev 9000-10000 Lb
680	EQUIPMENT	PUMP	12" Rotary WellPoint Pump
682	EQUIPMENT	SWEEPER	2018 Superior Broom Sweeper
683	EQUIPMENT	PUMP	2011 Tradewinds Pump TKP06-4750 6"
685	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD
686	EQUIPMENT	WORKMAN	Workman (Toro)
687	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD
689	EQUIPMENT	AIR COMPRESSOR	2014 Kaeser Compressor
690	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD
691	VEHICLE	PICKUP	2024 Chevrolet Silverado 2500HD

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Davie - Lift Station #9 Rehab	$ 199,676.05	2020	Davie, Town of
LS 8220 Gravity Sewer Pipe	$ 119,001.24	2020	Palm Beach County
LS# 244 Lining	$ 30,088.75	2020	Palm Beach County
WO#5-6185 Winding Brook-PBC	$ 50,131.53	2020	Palm Beach County
Deerfield Rehab Lift Stations	$ 391,710.00	2020	Palm Beach County
Lift Station S-08 Replacement	$ 467,819.50	2020	Palm Beach County
Lift Station 41 Upgrades	$ 382,420.95	2020	Deerfield Beach
Gator Blvd Water Main	$ 687,999.88	2020	Winter Garden
Priority Aerial Canal Crossing	$ 704,205.19	2020	St. Johns County
Pahokee PBC Airport & PEEHokey	$ 129,699.40	2020	Palm Beach County
Lift Station #8105	$ 143,884.58	2020	Palm Beach County
PBC-61st St N Water Services	$ 45,990.30	2020	Palm Beach County
PBC-Lox Groves Park LS & FM	$ 37,014.55	2020	Palm Beach County
Lift Station C-18 Rehab	$ 310,932.50	2020	Palm Beach County
Lift Station 7 & 8 Improvement	$ 891,591.23	2020	Palm Beach County
Master Pump Station Rehab	$ 997,356.30	2020	Brevard County Board of County Comm
System II/III Generator	$ 975,552.75	2020	City of Clearwater
Lift Station T-26 Rehab	$ 128,450.00	2020	City of Clewiston
Lift Station S-05 Rehab	$ 477,912.52	2020	Davie, Town of
Master LS Generator Replace	$ 57,100.00	2020	Brevard County Board of County Comm
Lift Station 91 Rehabilitation	$ 47,295.00	2020	Atlantis
Storm Pump Station - WPBPD	$ 62,283.00	2020	City of West Palm Beach
WO #10 - LS 98 Rehab	$ 62,584.00	2020	City of West Palm Beach
Sewer Lift Station 22 Rehab	$ 59,580.00	2020	Cooper City Utilities
Lift Station #1 Rehabilitation	$ 506,000.00	2020	City of Holly Hill
Lift Station 7 -17WW07	$ 275,000.00	2020	Cooper City Utilities
Generator Replacements	$ 846,024.50	2020	Sunrise
Replacement Lift Station 21	$ 531,643.60	2020	Palm Beach County
915 NE 3rd Avenue	$ 345,147.49	2020	SSNOCWTA
3318 SE 6th Avenue	$ 255,889.00	2020	Cooper City Utilities
NE 30th & Coral Shores Drive	$ 80,008.00	2020	Fort Lauderdale
NW 21st Avenue - CCTV 54 inch	$ 56,950.00	2020	Fort Lauderdale
NE 9th Ave - Drainage Ft. Laud	$ 229,640.01	2020	Fort Lauderdale
Guava Isle Drive - CIPP	$ 91,340.00	2020	Fort Lauderdale
Compass Lane Drainage-CIPP	$ 21,946.00	2020	Fort Lauderdale
Ft. Laud - 3200 NE 29th	$ 42,817.00	2020	Fort Lauderdale
Fleet Parking - Ft. Laud	$ 19,435.00	2020	Fort Lauderdale
TO#12-NE 33 Ave NE 34 St Storm	$ 23,405.00	2020	Fort Lauderdale
TO #13-630 Isle of Palms	$ 13,144.00	2020	Fort Lauderdale
TO#16-FTL-Heron & Venice CIPP	$ 1,963.20	2020	Fort Lauderdale
FTL-TO#19 SE14th Street	$ 11,795.00	2020	Fort Lauderdale
FTL-412 SE 17th Street CIPP	$ 62,980.00	2020	Fort Lauderdale
E5U37 - Drainage Repair	$ 343,521.00	2020	Fort Lauderdale
PBC Lift Station Cleaning	$ 38,915.00	2020	Fort Lauderdale
PBC-LS Cleaning-Var Loc CIPP	$ 16,345.00	2020	Palm Beach County
WO# 15 Conneste Road	$ 53,169.29	2020	Palm Beach County
WO# 21 Sunset Dr	$ 83,150.72	2020	Bradenton
WO# 23 Kokomo - North	$ 83,638.06	2020	Palm Beach County
WO# 24 Kokomo - South	$ 57,599.73	2020	Palm Beach County

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
WO# 25 Center St CIPP	$ 38,114.59	2020	Palm Beach County
WO# 27 Brian Way	$ 54,465.01	2020	Palm Beach County
WO# 28 Edgehill Road	$ 15,583.79	2020	Palm Beach County
WO# 29 Flamango Lake Dr	$ 23,930.62	2020	Palm Beach County
WO# 30 Limestone Creek Road	$ 17,631.50	2020	Palm Beach County
WO# 31 Military Trail and 61st	$ 44,310.78	2020	Palm Beach County
WO# 32 Lawrence Rd Drainage	$ 448,005.51	2020	Palm Beach County
WO# 33 3261 Atlantic Rd	$ 48,029.58	2020	Palm Beach County
WO# 34 19598 Trails End Terr-1	$ 20,493.45	2020	Palm Beach County
WO# 35 19506 Trails End Terr-W	$ 15,828.28	2020	Palm Beach County
WO# 36 19582 Trails End Terr-3	$ 19,217.06	2020	Palm Beach County
WO# 37 6361 Wood Lake Road	$ 12,820.38	2020	Palm Beach County
WO# 39 19650 Red Maple Rd	$ 15,538.16	2020	Palm Beach County
Loxahatchee River PH1	$ 42,828.38	2020	Palm Beach County
Loxahatchee River PH2	$ 50,682.78	2020	Palm Beach County
WO# 42 6558 Woodlake Rd	$ 13,197.06	2020	Palm Beach County
WO# 43 6126 Woodlake	$ 29,706.53	2020	Palm Beach County
WO #44 6632 Woodlake Rd	$ 11,407.06	2020	Palm Beach County
WO# 45 Lawrence 66 & 24	$ 16,888.36	2020	Palm Beach County
WO# 46 Santaluces HS-Lawrence	$ 16,506.23	2020	Palm Beach County
WO# 47 Indiantown EAST	$ 43,009.82	2020	Palm Beach County
WO# 48 Indiantown WEST	$ 69,116.75	2020	Palm Beach County
WO# 49 6528 Woodlake Rd	$ 13,124.42	2020	Palm Beach County
WO #50 6662 Lawrence Wood Ct	$ 42,878.89	2020	Palm Beach County
WO #52 6464 Woodlake Rd	$ 6,561.33	2020	Palm Beach County
WO#53 Alder Drive & Foxwood Ln	$ 48,539.78	2020	Palm Beach County
WO#54 Willow Pond Road	$ 79,827.61	2020	Palm Beach County
WO#55 Pinehurst Dr & 10th Ave	$ 37,758.39	2020	Palm Beach County
Center St & 52 Way - PBC	$ 4,275.00	2020	Palm Beach County
Toney Penna & Central - PBC	$ 25,757.99	2020	Palm Beach County
Bush Rd and Toney Pena - PBC	$ 16,850.03	2020	Palm Beach County
Kingston Dr- CIPP	$ 59,845.72	2020	Palm Beach County
PBC-WO#60 Central&Jupiter CIPP	$ 582,356.09	2020	Palm Beach County
WO #61-7479 Central Industrial	$ 44,182.56	2020	Palm Beach County
WO#62 Orchard Way & Woodbine	$ 69,238.76	2020	Palm Beach County
WO#63-PBC-Davis Rd & Berkshire	$ 23,027.87	2020	Palm Beach County
WO# 64-PBCE-155th Pl & 70th Tr	$ 26,253.06	2020	Palm Beach County
WO# 65-904 Flamango Lake Dr	$ 35,361.40	2020	Palm Beach County
PBC-WO#66 Jog Road	$ 16,937.53	2020	Palm Beach County
WO#68-Orleans Ct Emergency	$ 7,930.96	2020	Palm Beach County
PBC-WO#69-Lox Riv Floating	$ 9,136.31	2020	Palm Beach County
PBC-WO#71-Congress N 26th St	$ 4,165.96	2020	Palm Beach County
WO#73-Foxwood Circle-CIPP	$ 75,102.61	2020	Palm Beach County
WO#74-Roebuck Rd & RockingCIPP	$ 35,479.33	2020	Palm Beach County
WO#76-Charleston & Heathley Dr	$ 26,212.35	2020	Palm Beach County
WO#80-10087 Trailwood- CIPP	$ 58,031.15	2020	Palm Beach County
WO#83-4679 Brooks Ave CIPP	$ 52,492.79	2020	Palm Beach County
WO#86-Balmoral Blvd CIPP	$ 82,895.47	2020	Palm Beach County
WO#87-3861 Barkis Ave CIPP	$ 52,828.19	2020	Palm Beach County

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
PBC-4684 Brook Dr-CIPP	$ 19,229.56	2020	Palm Beach County
PBC- Woolbright&Seacrest CIPP	$ 9,967.45	2020	Palm Beach County
PBC-3064 Florida Blvd CIPP	$ 54,411.07	2020	Palm Beach County
Lift Station T-04 Rehab	$ 195,172.81	2020	Palm Beach County
Spruce Avenue -WO# 04	$ 282,837.00	2020	Brevard County Board of County Comm
Avila & Grandview & Park WO#5	$ 227,153.98	2020	Dania Beach
Sanitary SewerStorm Pilot-WO#7	$ 28,704.43	2020	City of West Palm Beach
Spruce Ave-47th and 53rd WO#8	$ 36,920.00	2020	City of West Palm Beach
Henrietta Ave - 7th & 9th WO#9	$ 38,162.00	2020	City of West Palm Beach
CWPB-WO#15-Hillcrest Blvd CIPP	$ 68,040.00	2020	City of West Palm Beach
CWPB-Roseland Dr-Phase 1 CIPP	$ 12,810.00	2020	City of West Palm Beach
CWPB-Roseland Dr-Phase 2 CIPP	$ 26,094.00	2020	City of West Palm Beach
Pinewood Stormwater Replace	$ 255,372.00	2020	City of West Palm Beach
Replace 24in ARV MH	$ 42,114.21	2020	City of West Palm Beach
Pinewood #2 - PBC	$ 163,256.00	2020	City of West Palm Beach
WPB-LS 97 Emergency Repair	$ 28,740.00	2020	City of West Palm Beach
MH & LS Rehab - Citrus County	$ 120,710.00	2020	Citrus County Utility Operations
Clay County CIPP Services	$ 47,952.00	2020	Citrus County Utility Operations
Campridge Lane	$ 29,298.00	2020	Clay County
CR220/Angora Bay Lining CIPP	$ 68,134.00	2020	Clay County
Clay County-PO #5 CIPP	$ 27,566.00	2020	Clay County
Clay-CR15A Quad Culvert CIPP	$ 88,380.00	2020	Clay County
Sanitary Sewer & Manholes	$ 312,247.75	2020	Clay County
WUD 16-027-2017 Telemetry	$ 1,066,701.46	2020	Clay County
Palm Beach Cnty Lining 17-016	$ 932,993.89	2020	City of Clearwater
US 27 Sebring	$ 52,614.70	2020	Palm Beach County
FDOT- US 98 Sebring	$ 13,041.90	2020	FDOT District 1
Ashton Dr & US 98	$ 6,585.60	2020	FDOT District 1
US 98 Sebring Lakeview Dr-CIPP	$ 40,303.90	2020	FDOT District 1
FDOT-Desilting E1Q95-R2	$ 150,446.95	2020	FDOT District 1
Electrical Improvemnts LS 1043	$ 57,197.75	2020	FDOT District 1
Lift Station 8148 Rehab	$ 226,888.45	2020	FDOT District 4
SW 5th St Gravity Main	$ 45,051.33	2020	Palm Beach County
SW 3rd St Gravity	$ 108,420.15	2020	Palm Beach County
WTP 8 Gravity Sewer	$ 55,695.21	2020	Palm Beach County
LS 8116 Gravity Sewer	$ 342,028.37	2020	Palm Beach County
Red Road Emergency Repair	$ 44,362.50	2020	Palm Beach County
SW 100th Avenue - Emergency	$ 24,600.00	2020	Palm Beach County
Miramar Pkwy and Sykes FM Emer	$ 37,700.00	2020	City of Miramar
SW 69th FM 10in - Miramar	$ 46,950.00	2020	City of Miramar
Red Rd & Miramar Pkwy 8 in	$ 34,300.00	2020	City of Miramar
Homestead I & I - CIPP	$ 488,840.00	2020	City of Miramar
Coral Shores 5-Locations CIPP	$ 131,446.75	2020	Homestead
110 39th St Ct NW - CIPP	$ 12,710.00	2020	Manatee County
201 Mangellan - CIPP	$ 11,165.00	2020	Manatee County
CR 675 - CIPP	$ 11,945.00	2020	Manatee County
Flamingo Cay - CIPP	$ 202,511.25	2020	Manatee County
Manatee-Various Areas- CIPP	$ 334,857.25	2020	Manatee County
Manatee-48 & 72 Lining CIPP	$ 120,575.00	2020	Manatee County

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Manatee- Hickory Hammock CIPP	$ 350,419.25	2020	Manatee County
Manatee-Radcliffe Place-CIPP	$ 281,430.25	2020	Manatee County
8 - Locations - Polk 17-326	$ 251,918.00	2020	Manatee County
Asherwoods - Avon Park CIPP	$ 234,490.00	2020	Polk County
Lake Marion W-Laynewade CIPP	$ 353,735.00	2020	Polk County
CIPP Hickory-Lakeview-Sagewood	$ 232,405.00	2020	Polk County
PBG - SW Infrastructure - 2019	$ 249,952.00	2020	Palm Beach Gardens
PBG-Dorian Emergency Pumps	$ 23,400.00	2020	Palm Beach Gardens
PBG - SW Infrastructure 2019R	$ 249,611.00	2020	Palm Beach Gardens
Pipe Lining - Charlotte 01	$ 386,406.40	2020	Solid Waste Authority PBC
Pipe Lining - Charlotte 03	$ 99,944.60	2020	Charlotte County
Pipe Lining-Charlotte 04 CIPP	$ 201,339.76	2020	Charlotte County
Charlotte - PO2018003451	$ 71,306.00	2020	Charlotte County
Charlotte 07-PO2018003659 CIPP	$ 56,145.00	2020	Charlotte County
Charlotte 08-PO2019000288 CIPP	$ 22,212.00	2020	Charlotte County
Charlotte 09 Navigator CIPP	$ 237,478.30	2020	Charlotte County
Charlotte 10-PO2019001302 CIPP	$ 66,740.33	2020	Charlotte County
Charlotte 11-PO2019001461 CIPP	$ 274,134.93	2020	Charlotte County
Pipe Lining- Charlotte 12 CIPP	$ 86,124.00	2020	Charlotte County
Charlotte 13-PO2019001431 CIPP	$ 125,423.00	2020	Charlotte County
Charlotte 14-PO2019001980 CIPP	$ 63,298.00	2020	Charlotte County
Charlotte 15- CIPP	$ 80,085.00	2020	Charlotte County
Charlotte 16-2019002651 CIPP	$ 51,082.30	2020	Charlotte County
Charlotte 17- CIPP	$ 201,680.20	2020	Charlotte County
Charlotte 18- CIPP	$ 15,260.00	2020	Charlotte County
Charlotte 19- CIPP	$ 262,304.28	2020	Charlotte County
Charlotte 21- CIPP	$ 117,598.96	2020	Charlotte County
Cape Coral - PO# 46977 CIPP	$ 336,979.50	2020	Charlotte County
Cape Coral - PO# 47850 CIPP	$ 112,800.00	2020	Cape Coral
Cape Coral - PO# 48056	$ 7,455.00	2020	Cape Coral
Progresso Village Stormwater	$ 72,479.00	2020	Cape Coral
SW 4th Ave - Progresso	$ 26,973.00	2020	Cape Coral
Riverland Road Basins CIPP	$ 8,911.00	2020	Fort Lauderdale
FTL-SS & Basin Peele WTP- CIPP	$ 7,824.00	2020	Fort Lauderdale
FTL-DSD Fire House CIPP	$ 2,304.00	2020	Fort Lauderdale
FTL-DSD Build CIPP	$ 9,970.00	2020	Fort Lauderdale
FTL-Mills Pond Park CIPP	$ 4,580.00	2020	Fort Lauderdale
FTL-Fire Station 3-FS49 CIPP	$ 1,469.00	2020	Fort Lauderdale
FTL-US Customs- CIPP	$ 4,159.00	2020	Fort Lauderdale
FTL-Joseph Carter Park CIPP	$ 5,350.00	2020	Fort Lauderdale
SWA - Pipe Valve Replacement	$ 16,180.36	2020	Fort Lauderdale
SWA-LW-Park Ridge Outfall L-14	$ 14,310.00	2020	Fort Lauderdale
Point Repair - Lauderhill	$ 43,500.00	2020	Solid Waste Authority PBC
NW 50th & NW 22 Pt Repair	$ 25,600.00	2020	Solid Waste Authority PBC
Lift Station # 54	$ 11,700.00	2020	Lauderhill
Lauderdale By The Sea CIPP2017	$ 456,176.10	2020	Lauderhill
Sanitary Sewer Lateral-Emerg	$ 95,000.00	2020	Lauderdale-By-The-Sea
Cypress Lake III- HOA	$ 123,280.00	2020	City of West Palm Beach
Cypress Lakes Master Assoc	$ 785,158.00	2020	Deerfield Beach

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Cypress Lakes Plat 9	$ 10,706.00	2020	Cypress Lake HOA
LS 8146 Canal Bank	$ 44,629.62	2020	Palm Beach County
Atlantic Emergency 14 FM Valve	$ 33,850.00	2020	Palm Beach County
Winikoff 2nd Repair	$ 35,260.00	2020	Palm Beach County
Southern & Arden Emergency	$ 28,805.00	2020	Palm Beach County
Pahokee WWTP Leak Stop	$ 4,925.00	2020	Palm Beach County
FL Turnpike Main Break	$ 79,685.00	2020	Palm Beach County
BG WWTP Leak Stop PBC	$ 11,685.00	2020	Palm Beach County
Haverhill Rd WM- Emerg	$ 36,508.00	2020	Palm Beach County
S Military Trail ER Repair	$ 41,754.02	2020	Palm Beach County
BG WWP Grit Separator Coating	$ 26,088.00	2020	Palm Beach County
Hagen ETPS Flow Meter	$ 9,386.16	2020	Palm Beach County
Hagen WAS 2-3 Flow Meter	$ 4,393.76	2020	Palm Beach County
18" Aerial Emerg- PBC	$ 118,237.50	2020	Palm Beach County
18" Aerial Emerg-North-PBC	$ 105,275.00	2020	Palm Beach County
PBC-Pahokee WWTP Pipe #2 Leak	$ 3,590.00	2020	Palm Beach County
PBC-Pahokee WWTP Pipe #3 Leak	$ 3,590.00	2020	Palm Beach County
PBC-LS 151 Gravity Repair	$ 79,112.50	2020	Palm Beach County
PBC-Belle Glade 20in FlowMeter	$ 17,263.70	2020	Palm Beach County
Lift Station 139 Minor Rehab	$ 41,200.00	2020	Palm Beach County
Sand Dollar LS 3 & 4 Repairs	$ 123,413.79	2020	Mulberry, City of
Lift Station # 38	$ 29,860.00	2020	Sunrise
Rehab 8 Lift Stations	$ 530,838.79	2020	St. Johns County
Miramar LS 17	$ 48,987.00	2020	Bradenton
Hibiscus & Baynon	$ 86,106.00	2020	Altamonte Springs
Park Avenue	$ 57,385.00	2020	City of Miramar
Storm Water Video Inspections	$ 46,006.64	2020	City of Delray Beach
Cypress Drive 60" CCTV	$ 110,110.00	2020	Lake Park, Town of
Lake Park-Kalmia&Flagler CIPP	$ 18,603.20	2020	Lake Park, Town of
Lake Park-Joint Seal Cyp CIPP	$ 6,500.00	2020	Lake Park, Town of
Lift Station #44 - CWPB	$ 755,702.11	2020	Lake Park, Town of
Blue Cypress Lake Rd Culvert	$ 93,080.00	2020	Granite Property Development
LS Wet Wells & WWTP	$ 3,111.75	2020	City of West Palm Beach
22nd Ave West 18 in Storm CMP	$ 14,470.00	2020	Hollywood, City of
FTL-Emergency Pumping CIPP	$ 222,660.00	2020	North Lauderdale, City of
Loxahatchee - Phase 2	$ 346,491.92	2020	Fort Lauderdale
Loxahatchee Manhole Coating	$ 63,398.93	2020	Loxahatchee River District
Loxahatchee Penn Park CIPP	$ 273,866.95	2020	Loxahatchee River District
Jupiter Harbor-LS 97&58 CIPP	$ 83,823.14	2020	Loxahatchee River District
LRD-Jupiter-MH Rehab #2	$ 26,601.07	2020	Loxahatchee River District
LRD- LS #001- Circle W Rd CIPP	$ 13,340.00	2020	Loxahatchee River District
Earman River Trans Pump Stat	$ 354,708.74	2020	Loxahatchee River District
Airport - Asphalt Repair	$ 9,794.79	2020	Loxahatchee River District
Drain Repair - Airfield	$ 23,950.00	2020	Village of North Palm Beach
PBC-PBIA Airport Parking Lot	$ 76,052.07	2020	West Palm Beach, Palm Beach County
Seminole County 7 LS Rehab	$ 291,387.28	2020	Palm Beach County
MH and LS Rehabilitation	$ 54,012.16	2020	Palm Beach County
CWPB Lift Station 73 Rehab	$ 9,709.48	2020	Seminole County
FPUA - Rehab 20 Manholes	$ 74,649.72	2020	Sebring

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
FPUA-5 MH's End of Fiscal 2019	$ 28,627.26	2020	City of West Palm Beach
FPUA-MH Rehab 2020 Round #1	$ 70,528.44	2020	Fort Pierce Utility Authority
FPUA- MH Rebhab 2020 R1-2	$ 13,783.20	2020	Fort Pierce Utility Authority
FPUA-FY 2020 MH 62-07	$ 6,129.20	2020	Fort Pierce Utility Authority
FPUA-FY 2020 Round 3 Final	$ 11,402.32	2020	Fort Pierce Utility Authority
Manhole Rehab - Tarpon Springs	$ 33,575.00	2020	Fort Pierce Utility Authority
Canoe Creek Drainage	$ 99,764.00	2020	Martin County Board of County Comm
Delmar St 36in	$ 54,915.00	2020	Martin County Board of County Comm
Exfiltration SE Lanham	$ 32,540.00	2020	Martin County Board of County Comm
SE Indian St CIPP	$ 49,110.00	2020	Martin County Board of County Comm
Gomez and Soundings CIPP	$ 23,400.00	2020	Martin County Board of County Comm
Palm Lake Park MC	$ 1,044,626.41	2020	Martin County Board of County Comm
Sugar Hill Outfall-CIPP	$ 49,290.00	2020	Martin County Board of County Comm
NE Jensen Beach CIPP	$ 25,428.00	2020	Martin County Board of County Comm
SW Murphy Road Liner CIPP	$ 25,075.00	2020	Martin County Board of County Comm
MC-Rio Nature Park- Jensen	$ 25,810.00	2020	Martin County Board of County Comm
Martin-SW Carl Metz Lane CIPP	$ 44,550.00	2020	Martin County Board of County Comm
Martin-NE Barbara Dr CIPP	$ 33,060.00	2020	Martin County Board of County Comm
Martin-NE Silvia& JB Blvd CIPP	$ 79,180.00	2020	Martin County Board of County Comm
Martin- SE Bayshore Terr CIPP	$ 23,260.00	2020	Martin County Board of County Comm
Emerg Sewer Repair - Seaport	$ 20,675.00	2020	Martin County Board of County Comm
W Main Irrigation Pump Station	$ 919,779.48	2020	St Lucie West Services District
Lift Station 40 - Top Replace	$ 9,300.00	2020	St. Lucie West Services District
Rock Creek Manholes	$ 17,664.95	2020	Martin County Board of County Comm
Utilities Complex Electrical	$ 19,780.00	2020	Cooper City Utilities
Lift Station #16 Piping	$ 12,020.00	2020	Brevard County Board of County Comm
Emergency - Belle Glade SEPTIC	$ 38,325.00	2020	Cooper City Utilities
Greenwood Boulevard	$ 249,505.00	2020	Cooper City Utilities
Garden Lakes	$ 78,357.00	2020	Palm Beach County
Regency Oaks	$ 9,148.50	2020	Seminole County
Deerfield MH Rehab 2018	$ 35,102.50	2020	Deerfield Beach
Lands End & Spoonbill Road	$ 17,500.00	2020	Mangonia Park
Rehab & Infrastructure - 0983	$ 184,872.00	2020	Deerfield Beach
Delray- SS & SW Rehab- CIPP	$ 246,331.60	2020	Town of Manalapan
Brevard- 300 N Courtenay Pkwy	$ 122,175.00	2020	City of Delray Beach
Seminole Tribe - CIPP	$ 100,760.00	2020	City of Delray Beach
Legacy Cove Manhole Rehab	$ 41,900.00	2020	Brevard County Board of County Comm
Leilani Heights MH Rehab	$ 25,900.00	2020	The Seminole Tribe of Florida
Port Salerno MH Rehab	$ 13,380.00	2020	Martin County Board of County Comm
Martin-Port Sewall MH Rehab	$ 15,900.00	2020	Martin County Board of County Comm
Martin-Mariner Sands MH Rehab	$ 33,900.00	2020	Martin County Board of County Comm
Martin- Miles Grant MH Rehab	$ 24,950.00	2020	Martin County Board of County Comm
Martin-Pinelake Village MH Re	$ 9,190.00	2020	Martin County Board of County Comm
Lift Station #10 - Cooper	$ 102,022.50	2020	Martin County Board of County Comm
Largo-Cove Lane SSWR- CIPP	$ 26,434.00	2020	Martin County Board of County Comm
LS# 80 - Top Slab	$ 8,700.00	2020	City of Largo
Lauderhill-LS#21 Repair	$ 14,070.00	2020	FDOT District 4
Lauderhill-LS #44 Emergency	$ 30,000.00	2020	Cooper City Utilities
Lauderhill-LS 53	$ 40,300.00	2020	Lauderhill

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Lauderhill-LS #38 Emerg Bypass	$ 19,800.00	2020	Lauderhill
Lauderhill-Emerg Vac Services	$ 8,900.00	2020	Lauderhill
Lift Station #4 Minor Rehab	$ 89,947.20	2020	Lauderhill
Water/Sewer Lines Abandoment	$ 81,981.41	2020	Lauderhill
Pescaya Village	$ 9,452.00	2020	City of Lauderdale Lakes
Lift Station #83 - Rehab	$ 52,862.00	2020	Mangonia Park
Flotech FDOT	$ 50,529.50	2020	Aramis Alvarez Architect
Kent PS-05 Village Palm Spring	$ 656,385.89	2020	The Seminole Tribe of Florida
8in Gravity Sewer-Zephyrhills	$ 326,649.36	2020	The Seminole Tribe of Florida
Global - Liner Repairs	$ 6,000.00	2020	Loxahatchee River District
Kanner Highway Stuart	$ 10,869.95	2020	One Time Customers
Stuart-E Madison Ave MH&CIPP	$ 62,470.02	2020	Indian River County
Stuart-Colorado Ave CIPP	$ 11,993.06	2020	City of Stuart
Seacoast - Sanitary LS	$ 57,400.00	2020	City of Stuart
Cresthaven Lift Station - Emer	$ 9,330.00	2020	Seacoast Utility Authority
Lift Station 5133 Emer Repairs	$ 57,200.00	2020	Polk County
Civil Sur- Polk County CIPP	$ 87,123.50	2020	Village of Palm Springs
Ft. Laud - SS Storm CIPP	$ 26,424.00	2020	Palm Beach County
FTL-Clean & TV PS 23 CIPP	$ 13,707.00	2020	CivilSurv Design Group Inc.
Delray-Comorant Outfall Repair	$ 15,032.00	2020	Fort Lauderdale
Delray-Racquet Club Jaeger Dr	$ 101,822.00	2020	City of Delray Beach
Delray-NE 1st Court Wastop Ins	$ 7,255.00	2020	City of Delray Beach
Village Palm Springs-Price LS	$ 5,000.00	2020	City of Delray Beach
ER Repair- Lake Clark Gardens	$ 53,182.00	2020	City of Delray Beach
Lake Park- Palmetto Dr SW CIPP	$ 66,880.00	2020	Village of Palm Springs
Santa Rosa County CIPP	$ 315,400.00	2020	Village of Palm Springs
Cooper-SS Rehab 2019-7058 CIPP	$ 64,834.00	2020	Lake Park, Town of
Cooper-SW 88th Terr CIPP	$ 106,354.00	2020	Santa Rosa County
Cooper-Rock Creek MH	$ 22,800.00	2020	Cooper City Utilities
Cooper-Stonebridge Pkwy MH	$ 14,250.00	2020	Cooper City Utilities
River Ridge Grout- CIPP	$ 2,650.00	2020	Cooper City Utilities
River Ridge-18451 LakesideCIPP	$ 18,500.00	2020	KLOO Management, LLC
River Ridge- 30" Clean & CCTV	$ 6,465.00	2020	KLOO Management, LLC
Weston-Emerg Water Serv Repair	$ 6,649.50	2020	KLOO Management, LLC
Weston- Passion Vine Cir WM	$ 7,825.13	2020	City of Weston
Weston-1200 Leeward Way	$ 8,193.90	2020	City of Weston
Weston-4259 Seneca Ave	$ 7,669.20	2020	City of Weston
Weston-1259 Seagrape Circle	$ 1,782.00	2020	City of Weston
Weston-1108 Waterbrook Lane	$ 6,897.00	2020	City of Weston
Weston-1212 Terrystone Court	$ 2,881.00	2020	City of Weston
Naples-PO# 19-00790-00 CIPP	$ 297,000.00	2020	City of Weston
Naples-PO#19-00849-00 CIPP	$ 49,923.00	2020	City of Weston
Naples-PO# 1900938-00 CIPP	$ 9,800.00	2020	City of Naples
Naples-PO# 1900937-00 CIPP	$ 8,244.00	2020	City of Naples
Naples- PO# 2000361-00 CIPP	$ 33,612.00	2020	City of Naples
Naples-PO 2000753-00 CIPP	$ 40,299.00	2020	City of Naples
Mangonia Park- Emer Pump CIPP	$ 3,150.00	2020	City of Naples
ECUA-Pensacola-SummitBlvd CIPP	$ 84,656.00	2020	Mangonia Park
ECUA-A-5 North-Phase 1 CCTV	$ 131,256.00	2020	Emerald Coast Utilities Authority

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Harbour Town Estate Storm CIPP	$ 29,515.50	2020	Emerald Coast Utilities Authority
Greenacres-Drainage Imp Ph 5	$ 165,533.00	2020	Emerald Coast Utilities Authority
TOPB-E-1 Lift Station Imp	$ 221,205.00	2020	Harbour Landings Estates
IRC-Vero-WWTP MH Reh	$ 7,805.00	2020	Town of Palm Beach
Lox River Dist- LS 62 Emer Gen	$ 44,750.00	2020	Indian River County
Lox River Dist- LS 43 Emer Gen	$ 35,000.00	2020	Indian River County
PBC-WO#1- Kingston Dr ADA	$ 8,606.00	2020	The Village of Wellington
PBC-WO#2- Northtree Sub ADA	$ 6,616.00	2020	Altamonte Springs
PBC-Sandalfoot Sub PH5	$ 8,954.00	2020	Palm Beach County
PBC-Maxwell Dr- End of Jog Rd	$ 1,650.00	2020	Palm Beach County
STOF-Immokalee-Sem Casino CCTV	$ 12,152.52	2020	Palm Bay
STOF-Immokalee-MH Rehab	$ 32,032.14	2020	Seminole County
Palm Beach Traveler RV Park	$ 27,800.00	2020	The Seminole Tribe of Florida
FTL-Mills Pond Gravity	$ 23,900.00	2020	Palm Beach Traveler RV Park
Okeechobee-SE 40th Ave- CIPP	$ 10,171.00	2020	The Seminole Tribe of Florida
CC-Naples- 95th Ave N CIPP	$ 856.40	2020	Cooper City Utilities
Lee-110 Andros Street CIPP	$ 33,256.85	2020	Cooper City Utilities
Lee-5980 Dickenson Court CIPP	$ 30,711.90	2020	Douglas N. Higgens, Inc.
Lee- Bonita Beach Rd CIPP	$ 86,657.10	2020	Lee County Finance Dept.
Oakmont Clean & CCTV CIPP	$ 2,400.00	2020	Lee County Finance Dept.
LRD-Hurricane Generators	$ 7,559.98	2020	Brevard County Board of County Comm
Clewiston-Emergency MLS Bypass	$ 12,650.00	2020	Seacoast Utility Authority
Lauderhill-Emergency CP Rep	$ 68,300.00	2020	City of Clewiston
Stuart-Water & Wastewater Rep	$ 12,560.00	2020	Lauderhill
Stuart- Madison MH & CIPP	$ 26,880.00	2020	Ranger Construction Industries
Stuart-10th & Ocean CIPP	$ 18,850.00	2020	City of Stuart
Pospiech-Haines City 15" CIPP	$ 16,243.60	2020	City of Stuart
RD Plumb-3300 NE 36th St CIPP	$ 13,200.00	2020	Pospiech Contracting Inc.
RD Plumbing-10200 W SR 84 CIPP	$ 2,841.00	2020	Palm Beach County
RD Plumb-3300 NE 36th St CIPP	$ 71,585.00	2020	RD Plumbing & Sewer, Inc.
Sarasota-Monica Parkway CIPP	$ 14,033.90	2020	RD Plumbing & Sewer, Inc.
CG Plumb- 7851 Miller Rd CIPP	$ 27,550.00	2020	Sarasota County Government
Travelodge LS Diagnosis & Rep	$ 9,950.00	2020	Coral Gables Plumbing
Pipers Land- Palm City 2 CIPP	$ 6,400.00	2020	City of Miramar
Pipers-West Guard Gate CIPP	$ 4,484.00	2020	Piper's Landing Yacht&Country Club
Pipers-Guard Gate Lining CIPP	$ 16,290.00	2020	Piper's Landing Yacht&Country Club
Delray-LS 84- Emergency Riser	$ 8,680.00	2020	City of Delray Beach
Delray- LS 18 Rehab	$ 13,340.00	2020	City of Delray Beach
Delray-Lift Station 34A	$ 29,000.00	2020	City of Delray Beach
Noble-6795 Taft St- FM Repair	$ 14,350.00	2020	City of Delray Beach
Manalapan-Emerg Jetting CIPP	$ 3,500.00	2020	Town of Lantana
Mangonia- Emerg WM Repair	$ 16,000.00	2020	Village of Tequesta
PC-Trenchless Pipe Rehab CIPP	$ 75,270.00	2020	Palm Bay
NPBCID- Unit 31 Cleaning CIPP	$ 70,364.00	2020	City of Palm Coast
NPBCID-Unit 45 Cleaning CIPP	$ 92,005.00	2020	North Palm Beach County Improvement
Flotech-FTL Emergency CIPP	$ 6,000.00	2020	North Palm Beach County Improvement
LRD-IQ #507 Electrical Upgrade	$ 4,800.00	2020	Flotech Environmental LLC
LRD-IQ #506 Electrical Upgrade	$ 4,990.00	2020	Noble Properties, LTD.
LRD-IQ #501 Electrical Upgrade	$ 4,990.00	2020	Loxahatchee River District

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
LRD-LS 180- Electrical Upgrade	$ 3,100.00	2020	Loxahatchee River District
Delray-808 Seasage SW Pipe	$ 6,300.00	2020	Loxahatchee River District
Stuart-St. Lucie Crescent CIPP	$ 16,309.53	2020	PSI Technologies Inc.
GML-Englewood- EBCO Punch CIPP	$ 10,000.00	2020	GML Coatings, LLC
WestCon-Tamarac Clean & CCTV	$ 6,300.00	2020	GML Coatings, LLC
CBRE-Jupiter Vactor Serv CIPP	$ 16,428.00	2020	West Construction, Inc.
Cypress Trails- Clean & TV	$ 2,550.00	2020	Village of Tequesta
B&C-162 Ivey Hall Road SC CIPP	$ 59,400.00	2020	Martin County Board of County Comm
421 Northlake- Vac Truck CIPP	$ 1,500.00	2020	Town of Manalapan
PB Shores- TV Outfall CIPP	$ 3,600.00	2020	Brevard County Board of County Comm
TA Loving-Goldsboro-Sewer CIPP	$ 118,715.00	2020	Polk County
SWA-Leachate Pipe Lining CIPP	$ 28,513.50	2020	Palm Beach County
CWPB-Austrailian Liner Repair	$ 70,935.00	2020	Palm Beach Gardens
Coastal Bay-Pump SU Dewatering	$ 3,300.00	2020	Georgetown POA
Wellfield System 9	$ 1,514,045.45	2021	Palm Beach County
CD01 WM Imp. Zone 2-3 & 4	$ 1,013,382.38	2021	Palm Beach
FTL-10in Wastop Valve NE 31st	$ 5,400.00	2021	Fort Lauderdale
FTL-SW 5th St & SW 2nd CIPP	$ 11,361.00	2021	Fort Lauderdale
FTL-745 NE 20th Ave	$ 11,605.00	2021	Fort Lauderdale
FTL-2140 Tanbark Lane CIPP	$ 46,154.15	2021	Fort Lauderdale
PBC-5341 Pennock Point Rd	$ 174,140.03	2021	Jupiter
WO#11 Sophia Dr Phase 1 CIPP	$ 35,624.00	2021	West Palm Beach
CWPB-WO#13-Booker Ave CIPP	$ 16,259.00	2021	West Palm Beach
CWPB-WO#14-36th Street CIPP	$ 34,948.00	2021	West Palm Beach
CWPB-622 & 715 Belvedere CIPP	$ 12,715.00	2021	West Palm Beach
CWPB-306 Forest Hill Blvd CIPP	$ 17,450.00	2021	West Palm Beach
CWPB-WO#20- PB Lakes CIPP	$ 1,000.00	2021	West Palm Beach
FDOT E1Q95-R1 Wd#3	$ 30,406.85	2021	Palm Beach
E4S32-R1 - NPDES MARTIN CIPP	$ 315,927.54	2021	Martin County
Manatee-3rd 49th & Mage CIPP	$ 94,395.00	2021	Bradenton
Manatee-48th Ave W & 54th CIPP	$ 154,753.75	2021	Manatee
Manatee-Crescent Dr&Gulf CIPP	$ 25,747.43	2021	Manatee
FTL- Holiday Park Ball CIPP	$ 13,566.00	2021	Fort Lauderdale
SWA-MH & LS Inspections	$ 14,400.00	2021	West Palm Beach
Winikoff Point Repair	$ 88,897.50	2021	Palm Beach County
Pahokee WWTP-Pipe Repair	$ 3,590.00	2021	Pahokee
Sanitary Sewer - Mulberry	$ 2,077,611.21	2021	Mulberry
Lake Park- 704-722 W Ilex CIPP	$ 22,509.00	2021	Lake Park
FPUA-LS39 LS 53 13th St	$ 43,096.72	2021	Fort Pierce
FPUA- MH Rehab March 2021	$ 53,596.96	2021	Fort Pierce
Martin-Dixie & MLK CIPP	$ 19,361.00	2021	Stuart
Martin-Bent Banyan CIPP	$ 31,292.00	2021	Stuart
Martin-Circle & Hazard CCTV	$ 12,184.00	2021	Martin County
Martin-Dixie Jensen Held Grout	$ 50,720.00	2021	Stuart
Sykes Creek Regional WWTF	$ 979,963.65	2021	Brevard
Hollywood 8 FM Connection	$ 81,275.50	2021	Hollywood
E5U98 - FDOT Drainage Repair	$ 295,701.40	2021	FDOT District 5
LRD-LS 94 Drop Bowl Install	$ 2,050.00	2021	Jupiter
CC- Cooper Estates CIPP	$ 168,356.00	2021	Cooper City

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Storm Sewer River Ridge - CIPP	$ 39,285.00	2021	River Ridge
River Ridge- R Ridge Rd CIPP	$ 31,250.00	2021	Tequesta
Weston-2609 Center Ct Drive	$ 7,598.26	2021	Weston
Weston-4285 Diamond Dr	$ 4,785.00	2021	Weston
Weston - 3 Village Rd Saddle	$ 3,348.30	2021	Weston
Weston-598 Spinnaker	$ 2,431.00	2021	Weston
Weston-1051 Laguna Springs Dr	$ 1,361.26	2021	Weston
Weston - FH install S. Post Rd	$ 12,874.41	2021	City of Weston
Naples-4700 Gulf Shore CIPP	$ 99,517.00	2021	Naples
Naples-71 Putter Point CIPP	$ 23,076.00	2021	Naples
Naples-383 Harbour Drive CIPP	$ 16,736.00	2021	Naples
ECUA-Pensacola CIPP	$ 223,806.00	2021	Pensacola
ECUA-Pensacola-WO# CIPP-2020-3	$ 570,559.00	2021	Pensacola
Palm Bay- Culvert Pipe Unit 32	$ 662,107.00	2021	Palm Bay
Seminole- Storm CCTV CIPP	$ 5,132.50	2021	Seminole County
Cooper- LS 30 Pipe Repair	$ 6,600.00	2021	Cooper City
Lee-Winkler Rd CIPP	$ 4,079.25	2021	Lee
Sarasota-Kensington U-1 CIPP	$ 110,723.04	2021	Sarasota
Sarasota-Kensington U-2 CIPP	$ 197,057.50	2021	Sarasota
Sarasota-Kensington U-3 CIPP	$ 119,529.67	2021	Sarasota
Sarasota-StrathmoreVillas-CIPP	$ 118,387.28	2021	Sarasota
Sarasota-Kensington U-9 CIPP	$ 137,312.68	2021	Sarasota
Zephyrhills- Lining 2020 CIPP	$ 403,956.21	2021	Zephyrhills
Pipers Landing-Palm City CIPP	$ 132,324.00	2021	Palm City
VPS-Cypress Emg Lateral Repair	$ 29,087.50	2021	Village of Palm Springs
Lantana-Clean & CCTV Sea Pines	$ 19,050.00	2021	Lantana
Highland-A1A Crosswalk Landing	$ 39,480.00	2021	Highland Beach
Highland-Bel Lido Vactor	$ 3,750.00	2021	Highland Beach
LRD-LS 204- Replace FPL Wires	$ 5,673.61	2021	Jupiter
LRD-IQ 34 Repair	$ 4,850.00	2021	Jupiter
Polk- Various Locations CIPP	$ 192,882.00	2021	Polk
Portage Landing HOA- NPB CIPP	$ 15,400.00	2021	North Palm Beach
Maestre-Australian Ave CIPP	$ 19,469.50	2021	West Palm Beach
TOPB-Windsor Court CIPP	$ 37,495.00	2021	Palm Beach
PSI-Aviara Town Homes CIPP	$ 750.00	2021	Lake Worth
Stuart-Manhole Rehab	$ 24,262.03	2021	Stuart
Lanzo-Emerg Cutter Truck CIPP	$ 5,000.00	2021	Wellington
GML-Englewood Sewer CIPP	$ 194,504.40	2021	Englewood
WestCon-MH CLeanout Riviera	$ 9,750.00	2021	Riviera Beach
Hardesty-27th St BradentonCIPP	$ 11,277.89	2021	Bradenton
Charlotte-Sunset Blvd CIPP	$ 79,796.00	2021	East Punta Gorda
Charlotte-Antis Dr CIPP	$ 104,048.00	2021	Rotunda Lakes
Charlotte- County Landfill	$ 92,580.00	2021	Punta Gorda
Charlotte-Brewton Ave CIPP	$ 6,720.00	2021	Englewood
Charlotte - San Cristobal Ave	$ 56,408.00	2021	San Cristobal Ave, Punta Gorda FL
Charlotte - 13284 Englewood Rd	$ 23,860.00	2021	13284 Englewood Rd, Port Charlotte FL
FLSKY-Cypress Trails-Survey	$ 2,500.00	2021	Boca Raton
Wellington-Montauk Dr CIPP	$ 240,370.00	2021	Wellington
CWR-Prima Vista St Lucie CIPP	$ 25,060.00	2021	St Lucie

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Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Manalapan-Storm Cleaning CIPP	$ 2,300.00	2021	Manalapan
Brevard-Merritt&Melbourne CIPP	$ 24,023.00	2021	Brevard
Polk- Lake Thomas Phase 1 CCTV	$ 51,017.50	2021	Winterhaven
Palm Bay-462 Breakwater CIPP	$ 15,480.00	2021	Palm Bay
LRD-Inject Well Pipe Repairs	$ 12,780.00	2021	Jupiter
LRD-SE Cassia Asphalt Repair	$ 1,762.50	2021	Jupiter
PBG-595 Riverside Dr CIPP	$ 12,160.00	2021	Palm Beach Gardens
Ocean Condo- 570 Ocean Dr CIPP	$ 6,000.00	2021	Juno Beach
MWI-Bethesda Hospital- Boynton	$ 181,820.00	2021	Boynton Beach
MWI-Kings Point - Delray	$ 4,150.00	2021	Delray
Wellington-Mulberry Place	$ 11,955.00	2021	Wellington
Wellington-Flying Cow	$ 9,930.00	2021	Wellington
Plantation-Pine Terr MH Rehab	$ 11,100.00	2021	Plantation
Lantana-Lantana Emerg Pumping	$ 139,100.00	2021	Lantana
PGAHOA- PGA National Clean&TV	$ 2,600.00	2021	Palm Beach Gardens
VNPB-Lighthouse Dr CIPP	$ 83,160.00	2021	North Palm Beach
Miramar- Sewer Rehab at LS61	$ 57,100.00	2021	Miramar
Bartow-2021 Sewer Main Re CIPP	$ 3,233.00	2021	Bartow
Bartow-2021 Manhole Rehab CIPP	$ 11,150.00	2021	Bartow
TGR- Golf Course Storm Clean	$ 35,100.00	2021	Jupiter
St Lucie- Sandia Ave CIPP	$ 28,750.00	2021	Port St Lucie
St Lucie- Gilson Road CIPP	$ 15,575.00	2021	Port St Lucie
St Lucie- Matthews Road CIPP	$ 14,700.00	2021	Port St Lucie
LRD-LS 254 Clean & TV CIPP	$ 3,400.00	2021	Jupiter
CWR-Breakfast Point Ph 4 CIPP	$ 85,872.00	2021	Panama City
PBC- WP 9 Concrete Work	$ 5,500.00	2021	Boca Raton
LCS- MH Leak Repairs	$ 7,200.00	2021	Lake Clarke Shores
Clewiston - MLS Emerg ByPass	$ 7,300.00	2021	Clewiston
TTGS PGA Village	$ 4,800.00	2021	PGA Village, Port St Lucie, FL
Ponte Verdra Sanitary Sewer MH	$ 210,288.50	2022	St Johns County
PBC-60th Pl WM Stubs&Hydrants	$ 458,791.99	2022	Palm Beach
PBC Chicksaw Rd-Fire Hydrants	$ 33,665.03	2022	Lake Worth
PBC-Pahokee WM Replacement	$ 227,095.48	2022	Pahokee
PBC-Aerial Canal Crossing P2	$ 1,560,938.05	2022	Palm Beach County
PBC-Sandpiper & Meadowlark WM	$ 1,641,178.08	2022	Royal Palm Beach
PBC-Belle Glade-NE 1st & 2nd	$ 153,377.95	2022	Belle Glade
PBC-BG Utility Relocates	$ 540,836.75	2022	Belle Glade
PBC-Hamlin Ave Deflections-Lox	$ 205,691.70	2022	Loxahatchee
PBC-12in FM- Sandalfoot Blvd	$ 216,880.60	2022	Boca Raton
PBC-FDOT Utility Adjust	$ 129,041.88	2022	Delray Beach
LS Nos. 114-123-125-132-148	$ 2,372,476.71	2022	City of Sunrise
Birch Road TO#5	$ 56,939.50	2022	Broward
TO#7-SW 9th Terr & SW 5th Pl	$ 69,358.50	2022	Broward
TO#14-SW 21st Terr Drainage	$ 250,710.00	2022	Fort Lauderdale
TO#15-FTL Hector Park Storm	$ 527,020.00	2022	Fort Lauderdale
FTL-1405 SW 9th Drainage	$ 84,710.00	2022	Fort Lauderdale
FTL-TO#20 NW 9th Ave & 6th St	$ 36,130.00	2022	Fort Lauderdale
FTL-16 Isla Bahia CIPP	$ 57,310.00	2022	Fort Lauderdale
FTL-400 SE 15th Street CIPP	$ 74,240.00	2022	Fort Lauderdale

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
FTL-1201 Ponce De Leon	$ 64,085.00	2022	Fort Lauderdale
FTL-34 Nurmi Dr	$ 55,871.00	2022	Fort Lauderdale
FTL-112-121 Nurmi Dr	$ 84,415.40	2022	Fort Lauderdale
WO#67-6869 Bayshore Dr	$ 65,852.57	2022	Lake Worth
PBC-WO#70-5718 Souchak Dr	$ 17,564.39	2022	West Palm Beach
WO#75-Charleston & Lauden Dr	$ 31,286.34	2022	Lake Worth
WO#77-LW-4354 Melaleuca Lane	$ 11,288.67	2022	Lake Worth
WO#78-Melaleuca & Dell Ave	$ 6,632.69	2022	Lake Worth
WO#79-LW-Lantana & Military Tr	$ 9,545.08	2022	Lake Worth
WO#81-6867 Hatteras Dr	$ 17,091.70	2022	Lake Worth
WO#82-6663 Hatteras Dr	$ 18,415.47	2022	Lake Worth
WO#84-Melaleuca & Lehto Ln	$ 8,261.10	2022	Lake Worth
WO#85-Melaleuca Ln & 40th Way	$ 7,556.25	2022	Lake Worth
PBC-Randolph Siding & 122nd Dr	$ 7,741.99	2022	Jupiter Farms
PBC-WO#89-12084 Dinghy Rd	$ 13,971.23	2022	Palm Beach Gardens
PBC-WO#92- Jog & Okeechobee	$ 17,935.99	2022	West Palm Beach
PBC-Jupiter Village Rd	$ 5,417.69	2022	Jupiter
PBC-Jupiter Farms Rd & 165thSt	$ 1,800.00	2022	Jupiter Farms
PBC-WO#97-Miner Rd	$ 22,364.07	2022	Boynton Beach
PBC-1112 Military Trail	$ 21,768.15	2022	Jupiter
PBC-17611 Lake Park Rd	$ 5,430.00	2022	Boca Raton
PBC-6159 Camp Lee Rd	$ 21,560.38	2022	West Palm Beach
PBC-18711 Rio Vista Dr	$ 61,590.15	2022	Jupiter
PBC-1493 Woodcrest Rd North	$ 77,096.71	2022	West Palm Beach
PBC-19542 Harbor Rd S	$ 26,546.16	2022	Jupiter
PBC- 2050 W Canal St S	$ 62,875.00	2022	25 W Canal St S, Belle Glade, FL
PBC-17611 Lake Park Rd	$ 120,034.55	2022	Boca Raton
CWPB-LS#5 Emergency Tankering	$ 732,765.00	2022	West Palm Beach
Lift Stations 5-7-10	$ 988,967.05	2022	Broward
WO#10-Henrietta 9th & PBL CIPP	$ 32,765.98	2022	West Palm Beach
CWPB-Railroad Crossings CIPP	$ 48,326.00	2022	West Palm Beach
Century Village and Westgate	$ 2,530,945.31	2022	Palm Beach County
Citrus-LS and MH Rehab	$ 47,800.00	2022	Homosassa
Manatee-Tallevast Rd CIPP	$ 84,824.00	2022	Sarasota
Manatee-Cortez Plaza CCTV CIPP	$ 7,201.30	2022	Bradenton
Polk County - CIPP	$ 309,219.00	2022	Polk County
Polk County Storm Lining -CIPP	$ 569,950.00	2022	Polk
SW Infrastructure Main/Repair	$ 249,020.20	2022	Palm Beach Gardens
PBG - SW Infrastructure - 2018	$ 174,870.00	2022	Palm Beach
PBG-SW Infrastructure 2020	$ 299,718.00	2022	Palm Beach Gardens
PBG-SW Repair PO 016169 CIPP	$ 287,610.18	2022	Palm Beach Gardens
PBG- Buttercup & Carnation	$ 84,487.00	2022	Palm Beach Gardens
PBG-Burns Road Emerg CIPP	$ 43,000.00	2022	Palm Beach Gardens
Pipe Lining - Charlotte 02	$ 16,000.00	2022	Charlotte County
Charlotte 22- CIPP	$ 362,272.95	2022	Port Charlotte
Charlotte - 23 CIPP	$ 207,274.98	2022	Charlotte
Charlotte - 24 CIPP	$ 309,326.00	2022	Charlotte
Charlotte-Rio De Jan 72in CIPP	$ 471,220.00	2022	Charlotte
Cypress Lakes HOA-Plat 9 CIPP	$ 181,119.00	2022	West Palm Beach

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Hagen #3	$ 9,742.83	2022	Palm Beach County
SW 3rd St - 24in Valve Replace	$ 17,875.00	2022	Palm Beach County
Hagen AB4 A Flow Meter	$ 3,651.16	2022	Boynton
PBC-Hagen Valve Ext Replace	$ 10,242.77	2022	Boynton Beach
PBC-Parkview Dr WM Pahokee	$ 62,321.87	2022	Pahokee
PBC-Pahokee WWTP 8" CV	$ 20,100.00	2022	Pahokee
PBC-LS 266 Emergency FM Repair	$ 83,025.00	2022	Lake Worth
PBC Pahokee Flow Meter	$ 15,075.00	2022	Pahokee
PBC-Sansbury & Southern Emerg	$ 82,475.00	2022	Loxahatchee Groves
PBC-LS 8143 8in GM Point Rep	$ 11,875.00	2022	Belle Glade
PBC-15 NE Ave D-Point Repair	$ 32,900.00	2022	Belle Glade
PBC-BG-933 SE 2nd St Point Rep	$ 52,200.00	2022	Belle Glade
PBC-1127 Main St-GM Replace	$ 77,800.00	2022	Belle Glade
PBC-1815 Main St-8in Point Rep	$ 47,900.00	2022	Pahokee
PBC-Lake Shore Village Emerg	$ 85,600.00	2022	Lake Worth
PBC- LS 603 P Trap Install	$ 7,300.00	2022	Boca Raton
PBC-LS 981 Emergency Repairs	$ 34,500.00	2022	Boca Raton
PBC-Pahokee Holding Tank Riser	$ 8,250.00	2022	Pahokee
PBC- Strathmore Gate 8in CIPP	$ 63,387.50	2022	Royal Palm Beach
PBC-South Bay WM Emerg	$ 222,750.00	2022	South Bay
PBC-LS 1071 Piping Repairs	$ 40,800.00	2022	Boca Raton
PBC- LS 238 Piping Replacement	$ 44,850.00	2022	Greenacres
PBC - LS rehab	$ 32,100.00	2022	Palm Beach Cty
PBC - HD emergency	$ 155,522.60	2022	Delray Beach
Lake Park-904 Jasmine Dr	$ 27,252.83	2022	Lake Park
Lake Park-1600 Flagler Dr	$ 27,539.20	2022	Lake Park
Lake Park-811 Northern Dr J	$ 13,685.00	2022	Lake Park
Lift Station # 3 - Lining	$ 136,133.03	2022	Lauderdale
Loxahatchee Gravity Line & MH	$ 189,310.95	2022	Palm Beach
Martin-Bypass Emergency Pump	$ 170,133.00	2022	Hobe Sound
Martin-Golf Course Culvert	$ 18,985.00	2022	Stuart
Martin-HS SE Circle St CIPP	$ 132,014.00	2022	Hobe Sound
Martin- Witham Field CIPP	$ 71,282.00	2022	Stuart
Martin- Alderman Ditch CIPP	$ 49,960.00	2022	Indiantown
Hobe Heights Neighborhood	$ 1,019,717.60	2022	Martin
Delray-Sewer Main Lining CIPP	$ 153,029.00	2022	Delray
Delray-SW 11th Ave Emergency	$ 29,536.00	2022	Delray Beach
Delray-SW 11th Terrace Emerg	$ 36,500.00	2022	Delray Beach
Delray-720 NW 3rd St	$ 35,699.00	2022	Delray Beach
Largo-Lift Station 2 SS CIPP	$ 360,843.78	2022	Largo
FDOT E4T26 - Drainage	$ 249,986.00	2022	FDOT 4
Lauderhill - LS 45 Repipe	$ 57,395.00	2022	City of Lauderhill
STOF-Hollywood Osecola FM	$ 147,548.76	2022	Hollywood
STOF-Hollywood-WM-Chlorination	$ 68,448.60	2022	Hollywood
STOF-Osceola Circle 8in GM Rep	$ 196,143.30	2022	Fort Lauderdale
STOF-HW Sand Filter Addition	$ 122,020.66	2022	Hollywood
STOF- HW- Seminole Estates LS	$ 71,312.30	2022	Hollywood
Orange-EWRF In-Plant PS Repl	$ 1,323,641.99	2022	Orange
PBC-SS Collection Rehab CIPP	$ 2,608,599.01	2022	Palm Beach

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Loxahatchee-LS 4,30 & 45 Rehab	$ 225,254.72	2022	Jupiter/Tequesta
LRD- LS 101 LS 199 LS 56	$ 155,777.60	2022	Jupiter
LRD-LS #57 FM & Valve Replace	$ 35,756.00	2022	Jupiter
LRD-LS 110 Rehab	$ 9,473.00	2022	Jupiter
Polk County-SWRUSA-Ph 1A CIPP	$ 808,657.00	2022	Polk
Delray-NW 5th Street Box	$ 62,375.00	2022	Delray
Cooper- Summertime Isles MH P1	$ 19,350.00	2022	Summertime Isles, Cooper City FL
Cooper- Summertime Isles MH P2	$ 15,500.00	2022	Summertime Isles, Cooper City FL
19-0052-03 Weston WM Emer	$ 4,011.00	2022	Weston
Weston-Lakeshore and Eagle Run	$ 22,245.30	2022	Weston
Weston-1410 Indian Trace	$ 15,218.50	2022	Weston
Weston-2300 N Commerce Pkwy	$ 52,470.49	2022	Weston
Weston-2201 N Commerce Pkwy WM	$ 11,992.64	2022	Weston
Weston-1871 Landing Way	$ 17,851.90	2022	Weston
Weston-3692 San Simeon Circle	$ 6,707.80	2022	Weston
Weston - 2027 Island Circle	$ 5,802.50	2022	Weston
Weston-1095 Capistrano	$ 1,237.50	2022	Weston
Weston-1123 Creekford Dr	$ 1,815.00	2022	Weston
Weston-1032 Lido Ct	$ 1,732.50	2022	Weston
Weston - ARV MH Adj for Road	$ 6,849.98	2022	Weston, FL
Weston - 1040 Sandalwood Ln	$ 5,082.00	2022	14 Sandalwood Ln, Weston FL
Weston - 2300 Columbia	$ 3,991.82	2022	23 Columbia, Weston, FL
Weston - FH Replacement	$ 16,187.56	2022	City of Weston
Weston - FH Flushing	$ 20,406.75	2022	City of Weston
Weston - 1018 Bamboo Ln Emerg	$ 3,696.00	2022	118 Bamboo Ln, Weston FL
Weston - FH install Royal Palm	$ 9,170.88	2022	City of Weston
Weston - 1130 Spyglass	$ 2,811.38	2022	City of Weston
Weston-Country Isles Rd FM Emg	$ 11,531.19	2022	23 Country Isles Rd, Weston
Naples-3400 Gulfshore CIPP	$ 62,261.00	2022	Naples
Naples-Annual Pipe Lining Srvs	$ 35,590.00	2022	Naples, FL
Naples - 5th Ave S	$ 21,590.00	2022	5th Ave South, Naples
ECUA-Pensacola- 2020-4 CIPP	$ 481,716.00	2022	Pensacola
ECUA-Pensacola-A5 Phase 2 CCTV	$ 277,734.00	2022	Pensacola
IRC-Vero- LS 27, 50 & 2122	$ 161,219.00	2022	Vero
IRC-LS 7,24,2147,2148 & 2149	$ 290,995.00	2022	Vero Beach
IRC-WTP LS Rehab	$ 50,665.00	2022	Vero
IRC SWWTF Main LS Rehab	$ 87,571.00	2022	Vero
IRC- Central Plant LS	$ 90,766.00	2022	25 6th St, Vero Beach, FL, USA
IRC - LS #8 Rehab	$ 121,570.00	2022	Indian River County
Wellington-Forcemain Replace	$ 313,450.00	2022	Wellington
Altamonte Springs-LS #31	$ 259,050.00	2022	Altamonte Springs
PBC-PBCE-Residential ADA Imp	$ 13,880.00	2022	Palm Beach Gardens
PBC-Jupiter-Randolph Siding Rd	$ 1,603.00	2022	Jupiter Farms
Lake Worth-WTP Generator	$ 352,000.00	2022	Lake Worth
FTL-Intracoastal Dr 18" Emer	$ 89,024.00	2022	Fort Lauderdale
FTL-A7-Brickell Ave Emergency	$ 356,780.00	2022	Fort Lauderdale
STOF-RV Park Gravity Repl	$ 134,289.78	2022	Clewiston
STOF-Master LS Rehab	$ 155,376.86	2022	Clewiston
N Lauderdale LS 12,13&20- CIPP	$ 270,016.23	2022	N Lauderdale

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Palm Coast- Pipe Rehab CIPP	$ 149,240.00	2022	Palm Coast
FTL-Replacement of PS D-38	$ 526,833.92	2022	Fort Lauderdale
Mangonia-Inst Sanitary Sewer M	$ 345,130.00	2022	Mangonia Park
Cooper-LS #5 Top Slab	$ 20,120.00	2022	Cooper
Cooper-LS 41 Bypass Pump Pipe	$ 38,990.00	2022	Hollywood Fl
Cooper City- LS 50 Rehab	$ 91,648.00	2022	Cooper City
Cooper- LS 20 Top Slab	$ 10,450.00	2022	Cooper City
Lee-Bonita Beach Rd CIPP	$ 65,926.05	2022	Lee County
Melbourne-Cliff Creek Storm	$ 737,611.90	2022	Melbourne
Brevard-LS Rehab U-01	$ 81,419.02	2022	Brevard
SUA-PGA WWTP Pond Bypass	$ 938,646.94	2022	Palm Beach Gardens
Palm Bay- Culvert Pipe 23 & 56	$ 540,698.96	2022	Palm Bay
Miramar- LS #48 Rehab	$ 63,660.00	2022	Miramar
Titusville-PO 016222- CIPP	$ 628,416.00	2022	Titusville
Miramar-Parking Lot Repair	$ 20,800.00	2022	Miramar
Delray- LS #17 Rehab	$ 106,310.00	2022	Delray Beach
Delray-LS #84 Rehab	$ 106,055.00	2022	Delray Beach
Delray-LS 10A Discharge Pipe	$ 17,320.00	2022	Delray Beach
Delray- LS #23 Rehab	$ 61,435.00	2022	1218 SW 22nd Ave, Delray Beach, FL 33444
Delray Emergency Vactor	$ 54,725.00	2022	3421 Spanish Trail, Delray Beach FL
PSL-Summit St Canal 8 Culvert	$ 118,311.00	2022	Port St. Lucie
Indialantic-Orlando Blvd SS	$ 69,522.00	2022	Indialantic
VPS-TO# 285- LS Rehab	$ 18,260.00	2022	Village of Palm Springs
VPS-Emergency Pumping	$ 124,680.00	2022	Village of Palm Springs
VPS- 12in FM Emergency	$ 27,780.00	2022	Palm Springs
VPS-LS 39 Davis Rd	$ 39,825.00	2022	Village Palm Springs
Lantana- CIPP Lining	$ 132,722.50	2022	Lantana
Lantana-CIPP Lining 371ftx10in	$ 19,985.00	2022	Town of Lantana
Highland Beach- 8in WM Repair	$ 23,695.00	2022	Highland Beach
Highland-LS #5 Rehab	$ 80,808.00	2022	Highland Beach
Highland- 1121 Bel Air Drive	$ 20,675.00	2022	Highland Beach
Highland-2624 S Ocean Blvd LS	$ 71,788.00	2022	Highland Beach
Tequesta-Emerg Repair 12in RDM	$ 53,703.00	2022	Tequesta
Palm Bay- Culvert C-39 & C-41R	$ 680,648.10	2022	Palm Bay
Lands End-Boca Raton CIPP	$ 6,500.00	2022	Boca Raton
NPBCID-Unit 38 Cleaning CIPP	$ 45,200.00	2022	Jupiter
NPBCID-Unit 18 Cleaning CIPP	$ 48,464.00	2022	Palm Beach Gardens
NPBCID-Unit 3A Cleaning CIPP	$ 37,100.00	2022	Riviera Beach
Noble- 6775 Taft Street CIPP	$ 4,500.00	2022	Hollywood
LRD-LS 64 Meter Can	$ 4,600.00	2022	Palm Beach Cty
Polk- Storm Sewer CIPP	$ 375,493.00	2022	Polk
Ocean Ridge- Drainage Imp	$ 71,903.60	2022	Ocean Ridge
FPL-Filling Pool Disc CIPP	$ 132,000.00	2022	Jensen Beach
IRC-Vero LS 27	$ 18,235.00	2022	Vero Beach
LRD LS10 MH04 Rehab	$ 2,781.56	2022	Palm Beach County
LRD LS43 MH02 Coating	$ 3,826.91	2022	Palm Beach County
GML-Englewood BH Phase 2 CIPP	$ 265,922.40	2022	Englewood
WestCon-Emerg Vac Conrad Crcle	$ 2,000.00	2022	Lake Worth
WestCon-71st Ave Lots 849&1022	$ 6,375.00	2022	West Palm Beach

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Lauderhill-NW 24th&55th Emerg	$ 81,500.00	2022	Lauderhill
Tequesta-SW Pipe Replacement	$ 65,440.00	2022	Tequesta
Tequesta-SW Pipe Lining CIPP	$ 257,195.00	2022	Tequesta
SUA-Cabana Colony 4in WM Repl	$ 751,315.00	2022	Palm Beach Gardens
Charlotte-Sheehan Blvd CIPP	$ 39,310.00	2022	Port Charlotte
Charlotte-Mark Twain Lane CIPP	$ 182,502.00	2022	Rotunda West
Charlotte-Lemon Bay CIPP	$ 479,641.00	2022	Englewood
Charlotte-Wilmington Blvd CIPP	$ 220,096.00	2022	Bradenton
Charlotte-4358 Meager Circle	$ 176,026.00	2022	Port Charlotte
Charlotte-White MarshLane CIPP	$ 131,156.00	2022	Rotunda West
Charlotte-60 Oakland Hills Ct	$ 29,472.00	2022	Rotunda, FL
Charlotte-Astoria Ave CIPP	$ 44,368.00	2022	Port Charlotte
Charlotte - Deep Creek	$ 27,308.00	2022	Charlotte County
Charlotte-2405 Harbor Blvd Ph1	$ 320,986.00	2022	Port Charlotte
Charlotte- Ann Dever Park CIPP	$ 58,280.00	2022	Charlotte Cty
Charlotte - 1421 Kingfisher Dr	$ 25,676.00	2022	Charlotte Cty
Charlotte-2405 Harbor Blvd Ph2	$ 242,600.00	2022	Charlotte Cty
Charlotte - 22312 Edgewater Dr	$ 17,524.00	2022	Charlotte Cty
Charlotte- 1631 Abalom St CIPP	$ 15,772.00	2022	Punta Gorda Charlotte
Charlotte-219 Tait Terr 180226	$ 40,607.00	2022	Charlotte Cty
Charlotte- 25747 Aysen Dr CIPP	$ 13,486.00	2022	Charlotte Cty
PBC-LS 980 Electrical Service	$ 33,350.00	2022	Boca Raton
Martin- Lift Station 326 Rehab	$ 26,340.00	2022	Jensen Beach
Martin- Lift Station 310 Rehab	$ 101,171.50	2022	Jensen Beach
LRD- LS 291 Emerg Generator	$ 56,550.00	2022	Jupiter
Clearwater- WO#03 Sunset Pt Rd	$ 168,694.00	2022	Clearwater FL
Satellite Beach- Park Ave	$ 843,907.07	2022	Satellite Beach
GBH Global- Pipe Lining CIPP	$ 45,500.00	2022	Fort Lauderdale
FPUA - Fleetwood Low Pressure	$ 213,234.06	2022	Fort Pierce
Brevard-LS T-36 & T-69 Rehab	$ 278,000.00	2022	Melbourne
Polk- Lake Thomas Phase 2 CIPP	$ 179,483.40	2022	Winterhaven
LRD-A1A 16in Arial Repairs	$ 15,420.00	2022	Jupiter
LRD-Cypress Dr Leak	$ 5,530.00	2022	Tequesta
LRD-Emerg Fredrick Small Rd	$ 17,730.00	2022	Jupiter
LRD-Emerg Ocean Walk Blvd	$ 17,465.00	2022	Jupiter
LRD-1529 N Old Dixie Hwy	$ 11,005.00	2022	Jupiter
LRD-Jupiter Park FM Repair	$ 10,380.00	2022	Jupiter
LRD-HeritageOaks Gravity Sewer	$ 14,270.00	2022	Jupiter
LRD-SE Barus Dr- Point Repair	$ 27,435.00	2022	Tequesta
LRD-SE Mahogany Asphalt Repair	$ 1,570.00	2022	Jupiter
LRD- Barus Lateral Repair 2	$ 34,020.00	2022	1961 Southeast Barus Drive, Tequesta, FL
LRD- LS #200 Driveway	$ 11,425.00	2022	Palm Beach Cty
LRD- 1160 Duval Emrg Sewer	$ 11,323.25	2022	Jupiter
Clewiston- Emerg Sewer Repair	$ 22,910.00	2022	Clewiston
PBG-Bamboo Dr CCTV	$ 91,894.50	2022	Palm Beach Gardens
PBG- Fire Station Top	$ 23,410.00	2022	Palm Beach Gardens
PBG - Burns Comm Ctr	$ 4,100.00	2022	Palm Beach Gardens
Aegen- Prawnbroker- Grease	$ 53,350.00	2022	Stuart
Century Village- Storm CIPP	$ 119,050.00	2022	West Palm Beach

HINTERLAND GROUP INC

Completed Jobs/Projects - Past Three years

JOB NAME	DOLLAR AMOUNT OF WORK PERFORMED	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY
Georgetown POA-24in CIPP	$ 83,300.00	2022	Hobe Sound
Wellington- LS 19 Rehab	$ 23,422.05	2022	Wellington
Lantana Emerg Vac Services	$ 71,280.00	2022	Lantana
MWI-2740 SR 715 Belle Glade	$ 8,500.00	2022	Belle Glade
MWI- STA-1W Canal Crossing	$ 4,500.00	2022	West Palm Beach
MWI- 20505 SR 80	$ 12,300.00	2022	Loxahatchee
Wellington-Palm Beach Point	$ 23,700.00	2022	Wellington
Wellington- HDD @ Shoreline Dr	$ 30,470.00	2022	Wellington
Wellington-HDD Wellingtn Lakes	$ 18,320.00	2022	Wellington
Lake Clark-Emerg Clean & TV	$ 6,300.00	2022	Lake Clark Shores
Dania-Emerg Vactor Services	$ 77,625.00	2022	Dania Beach
LRD- LS 163 Emerg Generator	$ 78,850.00	2022	Jupiter
Delray-1903 NE 2nd Ave Emerg	$ 35,550.00	2022	Delray
Delray-700 Lago Rd CCTV	$ 955.00	2022	Delray Beach
Citrus-Emerg 8in WM Repair	$ 79,100.00	2022	Lecanto
Miramar-LS 7 Rehab-Beekman Dr	$ 14,950.00	2022	Miramar
Atlantis-N Country Club CIPP	$ 26,545.00	2022	Atlantis
Riverwalk HOA-Clean/CCTV Weir	$ 3,900.00	2022	Jupiter
RockCreek HOA-Lake PS Top Slab	$ 6,850.00	2022	Cooper City
OUA-Hwy 441 WM-Okeechobee	$ 89,595.00	2022	Okeechobee
Lake Park - 344 Date Palm CIPP	$ 159,262.40	2022	Town of Lake Park
Clewiston-Emerg Line Jetting	$ 8,000.00	2022	Clewiston
Parliament- Storm CCTV Clean	$ 9,225.00	2022	2427 Presidential Way, West Palm Beach FL
PBC-Hillsboro Emerg 12" WM Rep	$ 12,650.00	2022	Boca Raton
MWI-Well Point-10330 Nu Vista	$ 8,300.00	2022	Wellington
TRC-PGA Village- WO#9 CIPP	$ 362,681.00	2022	Port St Lucie
Nunno-McDonalds- Delray MH	$ 14,022.60	2022	Delray Beach
FEA- Clean TV MH Install CIPP	$ 43,430.90	2022	Hobe Sound
Crosswinds HOA-CIPP Freshwind	$ 123,823.75	2022	16961 Freshwind Circle, Jupiter FL
NEFCO-Lift Station Repair	$ 14,760.00	2022	Riviera Beach
MWI-Plantation Publx WellPoint	$ 18,200.00	2022	165 Cleary Blvd, Plantation
MWI-160 Isle of Venice Dr w-p	$ 9,500.00	2022	16 Isle of Venice Drive
Lake Clark-Seminole Manor CCTV	$ 7,731.77	2022	Lake Clarke Shores
ASU-2300 PGA Blvd Clean & CCTV	$ 42,160.00	2022	Palm City
Lantana - N. A St Emerg Vactor	$ 18,750.00	2022	North A Street, Lantana
Lantana - Lantana Rd & 8th Ave	$ 142,280.00	2022	Lantana Rd & 8th Ave
MWI - Wellington WP Install	$ 9,600.00	2022	Village of Wellington
LandsEnd-Strm Drain Clean/CCTV	$ 7,500.00	2022	Boca Raton
Hollywood Plaza HOA - 18" CIPP	$ 59,029.00	2022	Hollywood, FL
Seaport HOA - FM Emergency	$ 33,600.00	2022	Seaport FL
CoastLndDev-Hibiscus Park 15"	$ 23,744.00	2022	Martin County
Delray Bch - Dewatering	$ 16,500.00	2022	Delray Beach



Hinterland Group Inc
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

As of: 03/14/2024

CIPP Roster: Position, Experience, Expertise, Licenses

Name	Position	Years of Experience	Expertise	Licenses
Jacob Crowe **Percentage of time Assigned to Work:** - As Needed	General Manager / Project Manager	25 - Utility Construction 10 - Lining	CCTV PACP Liner Installation, Liner Curing Wet-Out, Drainage Repair, Grouting/Pressure Testing Robotic Service Reconnection	PACP MACP LACP
Butch Forrester **Percentage of time Assigned to Work:** - As Needed	Project Manager	24	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT Geophysical Survey
Saul Rivera **Percentage of time Assigned to Work:** - As Needed	Superintendent	25	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT
Carlos Angulo **Percentage of time Assigned to Work:** - As Needed	Foreman	7	Liner Curing Liner Installation	FDOT MOT
Dermaine Williams **Percentage of time Assigned to Work:** - As Needed	Foreman / CCTV	9	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Hassan Saffo **Percentage of time Assigned to Work:** - As Needed	Foreman / CCTV	9	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Jesse Miller **Percentage of time Assigned to Work:** - As Needed	Foreman / CIPP	4	CCTV PACP Liner Installation, Liner Curing	PACP FDOT MOT
Ivan Pulido **Percentage of time Assigned to Work:** - As Needed	Robotics Operator / Mechanic Laborer	14	Liner Curing, Liner Installation Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	CDL

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

As of 3-14-24

Installed Liner Quantities

	Avg Diameter	Total Footage Installed
Palm Beach County / R&B	9.013341067	368075.5
Homestead	7.8203125	20525
Lake Park	35.42857143	1936
Cypress Lakes HOA	24.42857143	950
Winter Springs FDOT-E5U37	34	672
City of Palmetto	18	93
Charlotte County	24.99553571	57673
FDOT Martin County	19.5	1877
Desoto	24	157
Bradenton	9.839285714	10395
Delray	9.4375	30238
Lauderdale by the Sea	8.665322581	19293.9
Golden Bear Properties	27	858
Ormond Beach	20	2842
Clay County	34.90909091	1525
Cape Coral	8.177884615	15054
Manatee County	24.90277778	32593
Riviera Beach	8	1298
Tampa	10.20673077	26181
City of West Palm Beach	15.24759615	29998
Clearwater	13.20526316	32231.7
Zephyrhills	8.445255474	43843
Lake Worth	12.75	1722
Bartow	15.875	509
Maitland	8	1144
Nassau County	36	995
Mangonia Park	8	12795
Village of Golf	9.694444444	2309
Town of Lantana	10	20000
Lantana Airport	19.2	606
FGUA	8	6000
City of Lake City	12.25	8856
Seminole County	10.55147059	17020
Colonial Estates HOA	8	3500
City of Maitland	8	2136
Sebring	8	1685
Miramar	9	375
N Lauderdale	7.875	24873

Palm Beach Gardens	24.1875	1610
Polk County	20.00219941	68223
Loxahatchee River/Jupiter	10.74202128	29140
Martin County	23.63492063	10841
Mulberry	8.833333333	3391
Stuart	9.022727273	3329
Seminole Tribe	8	3353
Hickory Ridge	18	92
Fort Lauderdale	19.90909091	1455
FLO-TECH FDOT	18.85714286	463
Cypress Lakes	23.28358209	7087
Dade County (Miami)	7.822222222	22722
River Ridge	18	510
Santa Rosa County	39.53846154	981
Okeechobee	24	63
Naples	13.12681159	16109
Cooper City	7.708333333	9344
Pensacola ECUA	8.335227273	75968
Palm Coast	37	1321
Orange County	8.049479167	79380
Pipers Landing	28.5	750
Coral Ridge	23.57142857	916
Largo	8.262886598	25952
Lantana	10.10227273	5675
Lands End	18	32
FPL	18	356
Lee County	23.45454545	1572
Tequesta	23.53125	5843
Sarasota	7.9375	35183
Maestre	7.75	352
Titusville	23.63829787	8001
Lakewood Villas	7.75	387
Ocean Ridge	8.875	500
Palm Bay	24	188
Brevard	25.5	266
SWA Leachate	12	470
Englewood	7.713414634	15764
St Lucie	20.25	511
Lauderdale Marine	15	236
Georgetown	24	688
Goldsboro	7.75	3502
Newberry	7.75	1405
Wellington	17.25	11988
Village of North Palm Beach	36	620
Atlantis	7.75	875
PGA Village	33.75	1851
Bay County	22.68	3989

Breakfast Point	60	159
Hallandale	18	18
Crosswinds HOA	18	1262
ASU Enterprises	17	246
FEA Ministries	7.85	1637
Hollywood Plaza POA	21	435
Coastal Land Development	8	276
Jonathans Landing POA (JL POA)	58.8	469
Highland Beach	7.75	105
Lauderhill	18	154
Grasslands HOA	22.2	892
Parliament East	20.25	460
Volusia County	72	2077
Jacaranda	7.75	230
Lake Clarke Shores	22.5	500
Dover Engineering	24	210
Halfacre Construction	64.54545455	2818
Lake Worth Beach	36	132
MBR	7.75	378
Port St Lucie	25.1	2816
IRC	7.75	105
TOTAL FOOTAGE		**1,281,467.1**

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at **(561) 640-3503**

REFERENCE LIST

Owner	Project Title	Completion Date	Contact Information	Cleaned, Televised and Lined Linear Footage	Diameters
Palm Beach County Water Utilities Department	12-063, 14-088, 16-092, 17-016, 16-092	On going	Contact: Pollop Phonpornwithoon Phone: 561-493-6154 PPhonpornwithoon@pbcwater.com	**255,746**	8"-24"
City of Clearwater	Sanitary Sewer Rehab – Section A CIPP – Annual Contract	Annual Contract held since February, 2015	Contact: Rose Lara Phone: 727-224-7062 Rose.Lara@myClearwater.com	**28,225**	8" to 24"
Palm Beach Gardens	StormWater Project	On Going	Contact: Daniel Widdick 561-804-7044 dwiddick@pbgfl.com	**1,379**	12"-36"
Polk County	Storm Water Project	On Going	Contact: Doug Gable 863-535-2285 DougGable@polk-county.net	**37,992**	15"-36"
Charlotte County	Storm Sewer Rehab.	On Going	Contact: Randy Vowell 641-575-3680 Randy.Vowell@charlottefl.com	**24,566**	12"-72"
N Lauderdale	I&I Program	On Going	Contact: George Krawczyk, P.E., CFM 954-724-7070 gkrawczyk@nlauderdale.org	**24,873**	8"-10"
Manatee County	Storm Improvements	On Going	Contact: Clint Rimer 941-708-7430 clint.rimer@mymanatee.org	**13,441**	12"-36"
Martin County	Stormwater Infrastructure	On Going	Contact: Nick Muzia 772-288-5761 nmuzia@martin.fl.us	**5,229**	12"-60"
Zephyrhills	I&I Program	Jan, 2017	Contact: Joey Theel 813-780-0006 JTheel@ci.zephyrhills.fl.us	**34,633**	8"-12"
City of Naples	CIPP Lining	On Going	Contact: Bob Dorta 239-213-5117 rdorta@naplesgov.com	**14,092**	12"-36"
City of Largo	CIPP Lining	On Going	Contact: Brian Highnote 727-587-6713 X 4402 bhighnote@largo.com	**21,964**	12"36"
Town of Palm Beach	E-3 Forcemain Rehabilitation	November, 2014	Contact: Doug Terry Phone: 561-838-5440 Dterry@townofpalmbeach.com	**6,000**	12" Force main
Town of Lantana	CIPP and Manhole Rehab 2015	June, 2015	Contact: Darrell Blom Phone: 561-540-5750 Dblom@lantana.org	**20,000**	8" to 12"
City of Delray	CIPP Lining	On going	Contact: Spencer Britt Phone: 561-243-7164 Britt@mydelraybeach.com	**25,139**	8"-12"
Ormond Beach	I&I Program	July, 2017	Contact: Alex Schuman 386-676-3306 Alex.Schumann@ormondbeach.org	**2,842**	12"-36"

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at **(561) 640-3503**

City of West Palm Beach	Master of Contract for Sanitary Sewer and Stormwater Piping CIPP	Annual Contract Held Since September 2015	Contact: Daniel Roberge Phone: 561-494-1053 Droberge@wpb.org	**20,499**	8" to 36"
Town of Mangonia Park	I&I Program	December, 2016	Contact: David Frodsham Phone: 561-681-5269 Dfrodsham@cgasolutions.com	**12,795**	8"
Lauderdale by the Sea	I&I Program	On going	Contact: Don Prince Phone: 954-640-4233 Email:DonP@lauderdalebythesea-fl.gov	**19,293**	8"-12"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME: Jennifer Martin
PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310
E-MAIL ADDRESS: jenny@furmaninsurance.com

INSURED
Madsen/Barr Corporation
12113 Indian Mound Road
Wellington FL 33449

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Ins Co	20141
INSURER B: FCCI Insurance Co	10178
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X		GL10008036701	10/18/2023	10/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA10008036601	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB10008036901	10/18/2023	10/18/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC010008036801	10/18/2023	10/18/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured as their interests appear as respects General Liability where required by written contract subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

City of Boynton Beach
100 E Ocean Ave
Boynton Beach, FL 33435

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
Tina Mangum/JA

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Company of Amer	25674
INSURER C : Starr Indemnity & Liability Company	38318
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [x] OCCUR X XCU Coverage Included X Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	x	x	DT-CO-2W558369-COF-24	01/31/2024	01/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	x	x	810-2W545755-24-26-G	01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	x UMBRELLA LIAB [x] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CUP-2T683165-24-NF	01/31/2024	01/31/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	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	 $ $ $
C	INLAND MARINE	X		ITA100065347424	1/31/2024	1/31/2025	Scheduled Equip. Installation Floater	$5,115,498 $100,000/$500,00

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer its agents or representatives. Certificate Holder is an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/ agreement with the insured executed prior to injury or damage. Coverage is primary/non-contributory to additional insureds when it is required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

CITY OF BOYNTON BEACH
100 E. OCEAN AVE

BOYNTON BEACH, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <JNL>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/31/2024

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PRODUCER	CONTACT NAME:	
South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	PHONE (A/C, No, Ext): (772) 426-9973	FAX (A/C, No): (772) 872-5870
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FFVA Mutual Insurance Company	10385
INSURED	INSURER B :	
Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC840-0805462-2024A	1/31/2024	1/31/2025	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)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

CITY OF BOYNTON BEACH
100 E. OCEAN AVE

BOYNTON BEACH, FL 33435

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 Jennie Lanman <JNL>

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Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/ 1/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Ordinance No. 24-018- Second Reading - An Ordinance of the City Commission of the City of Boynton Beach, Florida; Amending Chapter 18, Article IV, Pensions for Firefighters, Section 18-185 "Normal Retirement Date," of the City Code to Permit Normal Retirement at Twenty Years of Service by Removing the Second Tier Adopted in 2019; providing for inclusion in the code; providing for severability; providing for a repealer; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-018, on second reading.

Explanation of Request: The City and Boynton Beach Association of Fire Fighters Florida, Local 1891, IAFF engaged in impact bargaining relating to the wages and benefits for Firefighters in the Boynton Beach Fire Department. The City and the Union desire to memorialize the amendments that change the Boynton Beach Fire Pension Plan's normal retirement for Tier 2 members (hired after 2/5/2019) to 20 years from 25 years, regardless of age, which are also included within the new Collective Bargaining Agreement (CBA) that was adopted at the September 3rd, 2024 City Commission Meeting.

How will this affect city programs or services? The approval of the pension ordinance will allow the Boynton Beach Fire Department to remain competitive within the local and regional market in South Florida. Having a defined pension benefit with a normal retirement date of twenty (20) years of service vs twenty-five (25) years of service will help improve the department's overall recruitment, retention efforts, the mental health and well being of our Firefighters and will also result in all members having the same defined benefit verses two(2) different benefits.

Fiscal Impact: The impact of the proposed Ordinance amendment is detailed within the GRS Actuarial Impact Statement. This proposed plan amendment would take effect on October 1st, 2024. In addition, the attached letter by the Boynton Beach Association of Fire Fighters Florida, Local 1891, IAFF includes a FY24-25 contribution of $230,000.00 that is associated with the first year required employer contribution. These funds are derived from Chapter 175 State contributions. The Fire Department intends to cover subsequent years by increased revenue collection, as well as monetary savings bargained for within the 2024-27 Collective Bargaining Agreement.

Attachments:
Ord. 24-018 Boynton_Fire_Ord_removing_second_tier__Final__8.27.24_.docx
FPT Letter 24-27.pdf
business-impact-estimate-Pension Amendment.pdf
Boynton Beach Fire - Actuarial Impact Statement for Proposed Ordinance - 9-25-2024.pdf

ORDINANCE NO. 24-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA; AMENDING CHAPTER 18, ARTICLE IV, "PENSIONS FOR FIREFIGHTERS," SECTION 18-185 "NORMAL RETIREMENT DATE," OF THE CITY CODE TO PERMIT NORMAL RETIREMENT AT TWENTY YEARS OF SERVICE BY REMOVING THE SECOND TIER ADOPTED IN 2019; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach desires to amend Chapter 18 of the Code of Ordinances of the City of Boynton Beach.

WHEREAS, Boynton Beach Firefighters and Paramedics, International Association of Firefighters, Local 1891 has entered into a new collective bargaining agreement.

WHEREAS, an ordinance amending City of Boynton Beach Municipal Firefighters Pension Trust Fund is required.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. Section 18-185 of the Code of Ordinances of the City of Boynton Beach is hereby amended to read as follows:

Sec. 18-185. Normal retirement date.

The normal retirement date of each firefighter will be the first day of the month coinciding with, or next following, the earlier of the date on which such firefighter has attained and completed twenty (20) years of service, regardless of age, or at fifty-five (55) years of age with ten (10) years of service. There is no age requirement for a normal retirement. ~~For all members first hired on or after February 5, 2019 (hereinafter "Tier 2 members"), the normal retirement date will be the first day of the month coinciding with or next following the date on which the firefighter has attained and completed twenty- five (25) years of service, regardless of age, or at fifty- five (55) years of~~

~~age with ten (10) years of service. If a Tier 2 member separates from service with less than twenty-five (25) years of service the normal retirement date shall be the first day of the month coinciding with, or next following, attainment of age fifty-five (55).~~

SECTION 3. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, that the sections of the Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate words.

SECTION 4. If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

SECTION 5. All ordinances or parts of ordinances, resolutions, or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall become effective immediately upon adoption unless otherwise provided.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this ____ day of _____, 2024.

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

BOYNTON BEACH ASSOCIATION OF FIRE FIGHTERS FLORIDA, LOCAL 1891, IAFF

P.O. 733 Boynton Beach, FL 33435 · 561.319-7170 · www.Local1891.com

August 14, 2024
Mr. Dan Dugger
Boynton Beach City Manager
CBA 24-27 Firefighters Premium Tax Distribution

Mr. Dugger,

The Boynton Beach Association of Fire Fighters Florida, Local 1891, has agreed as part of the 24-27 Collective Bargaining Agreement to allocate a one-time disbursement of $330,000 from the Pension Trust Fund's accumulated excess Chapter 175 State contribution reserve, $230,000 of which is intended to cover the first-year increase in the required employer contribution associated with unwinding Tier 2 (changing the "25 and out" Normal Retirement provision for Tier 2 members to "20 and out"). This allocation shall occur during the fiscal year 2024-25.

Local 1891 President

"One Union One Family"

Georgio Salame President | **Kurt Lewis** Executive Vice President | **Jonathan McMahon** Legislative Vice President | **Tyler Hoffmann** Secretary/Treasurer
Paul Phillips Executive Business Agent | **Daniel Delahunty** Legislative Business Agent | **Charles Myers** Sergeant at Arms

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA; AMENDING CHAPTER 18, ARTICLE IV, PENSIONS FOR FIREFIGHTERS; AMENDING SECTION 18-185 OF THE CITY CODE; AMENDING SECTION 18-185 OF THE CITY CODE PERMIT NORMAL RETIREMENT AT TWENTY YEARS OF SERVICE BY REMOVING THE SECOND TIER ADOPTED IN 2019; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City of Boynton Beach desires to amend Chapter 18, relating to the City of Boynton Beach Municipal Firefighters Pension Trust Fund.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

None.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

Required as part of the new Collective Bargaining Agreement.

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

September 25, 2024

Mr. David Williams
Boynton Beach Municipal Firefighters' Pension Trust Fund
Precision Pension Administration
2100 North Florida Mango Road
West Palm Beach, Florida 33409

Re: City of Boynton Beach Municipal Firefighters' Pension Trust Fund – Actuarial Impact Statement

Dear Dave:

As requested, we have prepared the enclosed Actuarial Impact Statement showing the impact of the proposed Ordinance which would amend the Plan provisions of the City of Boynton Beach Municipal Firefighter's Pension Trust Fund (Plan). The results are based on census and asset data as of October 1, 2023. **If this Ordinance is adopted after September 30, 2024, then the results shown in this Actuarial Impact Statement illustrate the approximate first-year impact (based on the October 1, 2023 actuarial valuation), and the actual initial impact will be reflected in the October 1, 2024 actuarial valuation – first impacting the required contribution for fiscal year 2026 (payable October 1, 2025).**

Please refer to the enclosed exhibits for details. The following is a brief description of the Plan change included in the proposed Ordinance.

- Current Plan Provisions and Assumptions – Same plan provisions and actuarial assumptions as described in the October 1, 2023 Actuarial Valuation Report, as amended by the Actuarial Impact Statement dated May 3, 2024. Tier 1 members (members hired before February 5, 2019) may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) completion of 20 years of Credited Service, regardless of age. **Tier 2 members** (members hired on or after February 5, 2019) may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) **completion of 25 years of Credited Service, regardless of age**.

- Plan Change – The proposed Ordinance would amend the Plan as follows:

  - Remove the distinction for Tier 2 members' normal retirement conditions, such that **all active Firefighters** may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) **completion of 20 years of Credited Service, regardless of age**.

Summary of Findings

- If the proposed Plan Change had been recognized as of October 1, 2023, the total actuarially determined employer contribution (ADEC) for the fiscal year ending September 30, 2025 would have increased by $230,190, from $6,834,610 to $7,064,800 (or by 1.57% of covered payroll, from 46.62% to 48.19%).

- If the proposed Plan Change had been recognized as of October 1, 2023, the funded ratio (actuarial value of assets divided by actuarial accrued liability) would have decreased by 0.2%, from 72.4% to 72.2%, as a result of this proposed Ordinance. The amount of the unfunded actuarial accrued liability would have increased by $523,048.

Other Cost Considerations

Currently the normal retirement benefit is limited to a maximum annual benefit cap, initially set at $95,000 per year as of October 1, 2018. This maximum benefit cap increases annually on each October 1st by 1.5%. As of October 1, 2023, the maximum benefit cap is $100,830 per year. Salaries are assumed to increase annually based on a service-based table of rates ranging from 3.25% to 15.00%. Since these rates are all higher than 1.5%, final average salaries are projected to increase faster than the maximum benefit cap. This causes all current Tier 2 firefighters to be projected to reach the maximum benefit cap by the time they have 25 years of service. However, most Tier 2 firefighters are not currently projected to reach the maximum benefit cap upon attainment of 20 years of service, so a significant portion of the cost increase is caused by an increase in the effective benefit multiplier at 20 years versus 25 years (due to being limited by the cap at 25 years but not being limited by the cap, or being limited to a much lesser extent, at 20 years). If the dollar-based maximum benefit cap were removed or increased at a higher rate than 1.5% per year, then the costs would increase in both the baseline and plan change, but the impact of changing the Tier 2 normal retirement eligibility from "25 and out" to "20 and out" would be lower.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes

may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;

3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Risk Assessment

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid in the decision making process.

Disclosures and Qualifications

This report was prepared at the request of the Plan Administrator and is intended for use by the Pension Trust Fund and those designated or approved by the Board. This report may be provided to parties other than the Board only in its entirety and only with the Board's permission. GRS is not responsible for the unauthorized use of this report.

The purpose of this report is to describe the financial effect of the change summarized above. This report should not be relied on for any purpose other than the purpose described above. Determinations of financial results associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

The results in this report are based on census and asset data as of October 1, 2023, as provided by the Plan Administrator for the October 1, 2023 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator. Please refer to the Actuarial Valuation Report dated April 25, 2024 and the Actuarial Impact Statement dated May 3, 2024 for all actuarial assumptions,

methods and disclosures.

The calculations are based upon assumptions regarding future events, which may or may not materialize. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the City of Boynton Beach Municipal Firefighters' Pension Trust Fund as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

Peter N. Strong and Israel Bichachi are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

GABRIEL, ROEDER, SMITH & COMPANY

Peter N. Strong, FSA, MAAA
Senior Consultant & Actuary

Israel Bichachi, ASA, MAAA
Consultant & Actuary

CITY OF BOYNTON BEACH
MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND

Actuarial Impact Statement – September 25, 2024

Description of Amendments

The proposed ordinance would amend the Plan as follows:

- All active Firefighters may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) completion of 20 years of Credited Service, regardless of age. This is a change for Tier 2 members (members hired on or after February 5, 2019) from the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) completion of 25 years of Credited Service, regardless of age.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

_____

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

City of Boynton Beach Municipal Firefighters' Pension Trust Fund

Valuation Date

October 1, 2023 (Note: if this Ordinance is adopted after September 30, 2024, the actual actuarial impact for required contribution purposes will be reflected in the October 1, 2024 actuarial valuation, first impacting the required contribution for fiscal year 2026).

Date of Report

September 23, 2024

Report Requested by

Board of Trustees

Prepared by

Peter N. Strong

Group Valued

All active and inactive Firefighters

Changes in Plan Provisions

Current Provisions (Before Proposed Change)

- Tier 1 members (members hired before February 5, 2019) may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) completion of 20 years of Credited Service, regardless of age. Tier 2 members (members hired on or after February 5, 2019) may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) completion of 25 years of Credited Service, regardless of age.

Revised Provisions (After Proposed Change)

- All active Firefighters may retire on the first day of the month coincident with or next following the earlier of (1) age 55 with 10 years of Credited Service or (2) completion of 20 years of Credited Service, regardless of age.

Changes in Actuarial Assumptions and Methods

All actuarial assumptions and methods are the same as those used in the October 1, 2023 Actuarial Valuation Report, as amended by the Actuarial Impact Statement dated May 3, 2024.

Some of the key assumptions/methods are:
Investment Return – 7.15%
Salary Increase – 3.25% to 15.0% per year depending on service
Cost Method – Entry Age Normal

Amortization Period for Any Change in Actuarial Accrued Liability

25 years

Summary of Data Used in Report

See attached page

Actuarial Impact of Proposal(s)

See attached page(s)

PARTICIPANT DATA		
	October 1, 2023 *Valuation and Actuarial Impact Statement dated May 3, 2024*	October 1, 2023 *Proposed Ordinance*
ACTIVE MEMBERS		
Number	130	130
Covered Annual Payroll	$ 14,304,178	$ 14,304,178
Average Annual Payroll	$ 110,032	$ 110,032
Average Age	36.8	36.8
Average Past Service	9.6	9.6
Average Age at Hire	27.2	27.2
RETIREES, BENEFICIARIES & DROP		
Number	137	137
Annual Benefits	$ 9,032,306	$ 9,032,306
Average Annual Benefit	$ 65,929	$ 65,929
Average Age	62.8	62.8
DISABILITY RETIREES		
Number	4	4
Annual Benefits	$ 197,172	$ 197,172
Average Annual Benefit	$ 49,293	$ 49,293
Average Age	51.3	51.3
TERMINATED VESTED MEMBERS		
Number	2	2
Annual Benefits	$ 77,127	$ 77,127
Average Annual Benefit	$ 38,564	$ 38,564
Average Age	43.6	43.6

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)			
A. Valuation Date	October 1, 2023 *Actuarial Impact Statement dated May 3, 2024*	October 1, 2023 *Proposed Ordinance*	*Change*
B. ADEC to Be Paid During Fiscal Year Ending	9/30/2025	9/30/2025	
C. Assumed Date of Employer Contrib.	10/1/2024	10/1/2024	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 4,602,390	$ 4,636,260	$ 33,870
E. Employer Normal Cost	3,301,374	3,490,916	189,542
F. ADEC if Paid on the Valuation Date: D+E	7,903,764	8,127,176	223,412
G. ADEC Adjusted for Frequency of Payments	7,903,764	8,127,176	223,412
H. ADEC as % of Covered Payroll	55.25 %	56.82 %	1.57 %
I. Covered Payroll per Valuation	14,304,178	14,304,178	0
J. Assumed Rate of Increase in Covered Payroll to Contribution Year	2.50 %	2.50 %	0.00 %
K. Covered Payroll for Contribution Year	14,661,782	14,661,782	0
L. ADEC for Contribution Year: H x K	8,100,635	8,330,825	230,190
M. Estimate of State Revenue Allocated in Contribution Year (including amounts from the Accumulated Excess Reserve)	1,266,025	1,266,025	0
N. Actuarially Determined Employer Contribution (ADEC) in Contribution Year	6,834,610	7,064,800	230,190
O. ADEC as % of Covered Payroll in Contribution Year: N ÷ K	46.62 %	48.19 %	1.57 %
P. Estimated Amount of Accumulated Excess Premium Tax Revenue Needed to offset ADEC	0	0	0

ACTUARIAL VALUE OF BENEFITS AND ASSETS			
A. Valuation Date	October 1, 2023 *Actuarial Impact Statement dated May 3, 2024*	October 1, 2023 *Proposed Ordinance*	*Change*
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 97,074,473	$ 99,053,770	$ 1,979,297
b. Vesting Benefits	4,283,589	3,724,502	(559,087)
c. Disability Benefits	2,258,179	2,038,972	(219,207)
d. Preretirement Death Benefits	793,176	723,147	(70,029)
e. Return of Member Contributions	322,884	322,884	0
f. Total	104,732,301	105,863,275	1,130,974
2. Inactive Members			
a. Service Retirees & Beneficiaries	118,149,829	118,149,829	0
b. Disability Retirees	3,019,361	3,019,361	0
c. Terminated Vested Members	955,696	955,696	0
d. Total	122,124,886	122,124,886	0
3. Total for All Members	226,857,187	227,988,161	1,130,974
C. Actuarial Accrued (Past Service) Liability per GASB No. 25	188,245,713	188,768,761	523,048
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	123,369,026	123,369,026	0
2. Actuarial Value	136,383,773	136,383,773	0
F. Unfunded Actuarial Accrued Liability: C - E2	51,861,940	52,384,988	523,048
G. Actuarial Present Value of Projected Covered Payroll	122,869,226	115,225,745	(7,643,481)
H. Actuarial Present Value of Projected Member Contributions	14,744,307	13,827,089	(917,218)
I. Funded Ratio: E2/C	72.4%	72.2%	(0.2%)

ENTRY AGE NORMAL METHOD
CALCULATION OF EMPLOYER NORMAL COST

A. Valuation Date	October 1, 2023	October 1, 2023	
	Actuarial Impact Statement dated May 3, 2024	*Proposed Ordinance*	*Change*
B. Normal Cost for			
1. Service Retirement Benefits	$ 4,217,205	$ 4,438,148	$ 220,943
2. Vesting Benefits	304,703	280,210	(24,493)
3. Disability Benefits	187,959	181,304	(6,655)
4. Preretirement Death Benefits	48,481	46,132	(2,349)
5. Return of Member Contributions	71,335	73,431	2,096
6. Total for Future Benefits	4,829,683	5,019,225	189,542
7. Assumed Amount for Administrative Expenses	188,192	188,192	0
8. Total Normal Cost	5,017,875	5,207,417	189,542
As % of Covered Payroll	35.08 %	36.40 %	1.32 %
C. Expected Member Contribution	1,716,501	1,716,501	0
As % of Covered Payroll	12.00 %	12.00 %	0.00 %
D. Net Employer Normal Cost: B8-C	3,301,374	3,490,916	189,542
As % of Covered Payroll	23.08 %	24.40 %	1.32 %

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Conduct annual performance evaluation for Daniel Dugger, City Manager.

Requested Action: Pursuant to the City Manager's appointment agreement, the City Commission will provide the City Manager with a performance evaluation no less than annually. This will be Mr. Dugger's second performance evaluation and his current base salary is $215,250.

Explanation of Request: The City Manager's employment letters states the Commission will provide the City Manager with a performance evaluation no less than annually, utilizing a process, from criteria, and format for the valuation which shall be agreed upon by the members of the Commission in
consultation with the City Manager.

The City Commission were requested to complete the evaluation form based on his/her assessment of the City Manager in various categories including Leadership and Vision, Financial Management, Personnel Management, Communication Skills, Intergovernmental Relations, Project/Program Management, Strategic Planning, and Ethics & Integrity.

In conjunction with any review of performance, the Commission may increase the base salary and/or other benefits of City Manager in such amounts and to such extent as the Commission may determine is proper. The Commission may, from time to time, grant the City Manager a performance bonus, provided the bonus is granted in accordance with Florida State Statute 214.425.

How will this affect city programs or services? No impact.

Fiscal Impact:

Subject to Commission recommendation.

Attachments:
City Manager Agreement 2022-2023.pdf
City Manager Addendum 2023-2024.pdf
City Manager - Performance Evaluation _2023-2024.docx

APPOINTMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September 2022, by and between the City of Boynton Beach, Florida, a municipal corporation, ("CITY") and DANIEL DUGGER ("CITY MANAGER"), pursuant to these terms and conditions:

WITNESSETH:

WHEREAS, the City Commission ("COMMISSION"), pursuant to the City Charter and Code of Ordinances has the power of appointment of the City Manager; and,

WHEREAS, the Commission has determined that DANIEL DUGGER shall be appointed to serve as City Manager and wishes to provide terms and conditions of appointment; and

WHEREAS, DANIEL DUGGER wishes to accept appointment as CITY MANAGER of the CITY under the terms and conditions recited herein.

NOW, THEREFORE, the COMMISSION, acting on behalf of and for the benefit of the CITY, and CITY MANAGER agree as follows:

1.0 Duties

1.1 CITY MANAGER shall perform the functions and duties pursuant to Article II, Section 20 of the City Charter, Article II of Chapter 2 of the City Code and other legally permissible and proper duties and functions as required of the office or as directed by the COMMISSION.

1.2 CITY MANAGER agrees to perform the duties of CITY MANAGER with care, diligence, skill and expertise.

2.0 Salary

2.1 CITY will pay CITY MANAGER an annualized base salary of Two Hundred Five Thousand Dollars [$205,000.00], payable in equal bi-weekly payments; paid at the same time that other managerial level employees of the CITY are paid.

3.0 Performance Review.

3.1 The COMMISSION will provide the CITY MANAGER with a performance evaluation no less than annually, utilizing a process, form, criteria, and format for the evaluation which shall be agreed upon by the members of the COMMISSION in consultation with the CITY MANAGER.

3.2 In conjunction with any review of performance, the COMMISSION may increase the base salary and/or other benefits of CITY MANAGER in such amounts and to such extent as the COMMISSION may determine is proper.

3.3 The COMMISSION may, from time to time, grant the CITY MANAGER a performance-based bonus, provided the bonus is granted in accordance with s. 215.425, Florida Statutes.[1]

4.0 Terms of Appointment

4.1 The term of this agreement commences October 1, 2022.

4.2 The CITY MANAGER serves at the pleasure of the City Commission and therefore the appointment has no fixed term.

4.3 Nothing in this Agreement shall limit the right of the COMMISSION to terminate the appointment of CITY MANAGER at any time, subject only to the provisions set forth in Section 5.0 of this Agreement.

4.4 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY MANAGER to resign at any time from his position with the CITY, subject only to the provisions set forth in Section 5.0 of this Agreement.

5.0 Termination Conditions and Pay

5.1 This Agreement shall terminate:

5.1.1 By mutual agreement of CITY MANAGER and the CITY.

5.1.2 By the CITY COMMISSION's unilateral termination of CITY MANAGER.

5.1.3 Death of CITY MANAGER.

5.1.4 Resignation of CITY MANAGER.

5.1.5 Amendment of the City Charter or Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the CITY MANAGER's position that substantially changes the authority of the CITY MANAGER, in which case, the CITY MANAGER shall have the right to declare that such amendments constitute unilateral City termination in the same manner as 5.1.2 above.

5.2 In the event of a conflict between the severance benefit terms of this agreement and the limitation on severance benefits as provided in s. 215.425, Florida Statutes, the provisions of the statute shall prevail.

6.0 Rights and Obligations Upon Unilateral Termination by CITY.

6.1 Unilateral termination shall be by vote by the COMMISSION and need not reflect performance related reasons. In the event of a termination for misconduct, the CITY MANAGER is not entitled to severance pay in accordance with s. 215.425, Florida Statutes. If this Agreement is terminated by unilateral action by the CITY not based on misconduct, CITY MANAGER shall be entitled to:

[1] All references to State statute mean the cited statute as amended or renumbered from time to time.

6.1.1 Unpaid base salary through the effective date of the termination.

6.1.2 Twenty [20] weeks of severance pay. The term severance pay shall have the meaning as set forth in s. 215.425, Florida Statutes.

6.1.3 Reimbursement for as-yet unreimbursed expenses pursuant to this Agreement.

6.1.4 One hundred percent [100%] of all earned and accrued vacation leave.

6.1.5 Fifty percent [50%] of all earned and accrued sick leave.

7.0 Rights and Obligations Upon Termination by Mutual Agreement.

7.1. If this Agreement terminates upon mutual agreement of the parties, the negotiated terms of severance shall be consistent with the limitation on severance pay as set forth in s. 215.425, Florida Statures.

8.0 Rights and Obligations Upon Termination Due to Disability or Death.

8.1. If this Agreement terminates due to CITY MANAGER's disability or death, CITY MANAGER or his guardian or personal representative shall be entitled to the following compensation and benefits:

8.1.1 Base salary to date of death or last day of work if disability.

8.1.2 Reimbursement for as-yet unreimbursed business expenses pursuant to this Agreement.

8.1.3 Fifty percent [50%] of earned and accrued sick leave and one hundred percent [100%] of vacation leave.

8.1.4 Life and/or disability benefits, if applicable.

8.1.5 Accrued deferred compensation.

8.1.6 In the event of any disagreement or dispute regarding to whom payment shall be made, the CITY may rely on a court order or in the absence of an order, may interplead the payment with a court of proper jurisdiction.

9.0. Rights and Obligations Upon Termination Due to Resignation.

9.1. If this Agreement terminates due to CITY MANAGER's resignation, CITY MANAGER shall be entitled only to the following compensation and benefits:

9.1.1 Base salary through the date of resignation or such other date as mutually agreed to between CITY MANAGER and the CITY.

9.1.2 Reimbursement for as-yet unreimbursed expenses pursuant to this Agreement.

9.1.3 Fifty percent [50%] of earned and accrued sick leave and one hundred percent [100%] of vacation leave.

9.1.4 Accrued deferred compensation.

9.2. A resignation shall be submitted in writing to the COMMISSION through the City Clerk and shall provide for an actual resignation date no fewer than thirty [30] days following the date of notice of resignation. The COMMISSION may establish an earlier separation date, but compensation and benefits shall accrue through the full thirty [30] days.

10.0 Automobile

10.1. The CITY shall provide use of a vehicle to the CITY MANAGER which shall be used for business and unlimited personal use. The vehicle shall be suitable for conducting City business and of comparable quality to vehicles purchased for or assigned to City Managers in Palm Beach County. The CITY shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular maintenance of a take home automobile.

11.0 Additional Benefits.

11.1 The CITY will pay the premiums for employee group medical, dental, and vision insurance for the CITY MANAGER and his dependents. Each January, the CITY will also fund the CITY MANAGER'S health savings account to the IRS maximum family contribution amount.

11.2 The City will pay the premiums for employee group short-term and long-term disability insurance.

11.3 CITY shall pay for and provide the CITY MANAGER with term life insurance in the amount of Three Hundred Forty Thousand Dollars [$340,000.00]. The City will not be responsible for policy renewal after the date of termination of appointment.

11.4 CITY and CITY MANAGER will execute all necessary agreements provided by the International City Management Association-Retirement Corporation (ICMA-RC) for CITY MANAGER's participation in said ICMA-RC retirement plan, or any other comparable deferred compensation program. In addition to the base salary paid by the CITY to CITY MANAGER, CITY will pay an amount equal to the IRS maximum allowable contribution, which shall also include the IRS maximum allowable for "catch up" provisions upon eligibility, into the ICMA-RC on CITY MANAGER'S behalf, in equal proportionate amounts each pay.

11.5 CITY MANAGER will accumulate vacation leave and may cash out leave as provided under the rules and regulations for other managerial employees of the CITY.

11.6 CITY MANAGER will accumulate sick leave and may cash out leave as provided under the rules and regulations for other managerial employees of the CITY.

11.7 CITY MANAGER is eligible to receive reimbursement for educational expenses toward the attainment of a Master's Degree, in an amount not to exceed Five Thousand Two Hundred Fifty Dollars [$5,250.00], per calendar year.

11.8 The CITY will pay for the registration, travel and subsistence expenses of the CITY MANAGER for professional and official travel and meetings to continue the professional development of the CITY MANAGER and to pursue necessary official and other functions for the CITY including but not limited to his attendance at the Annual Conference of the International City/County Management Association, and conferences and meetings sponsored by the Florida City/County Management Association, and such other national, regional, state, and local organizations, civic groups, and committees which the CITY MANAGER of the CITY is a member and as the CITY may designate.

11.9 CITY will pay for the registration, travel and subsistence expenses of the CITY MANAGER for short courses, institutes, and seminars that are necessary for this professional development and the good of the CITY.

11.10 The CITY will pay for the professional dues and subscriptions of CITY MANAGER necessary for his continuation and full participation in national, regional, state and local associations, civic groups, committees, and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY, including but not limited to ICMA, FCCMA, PBCCMA.

11.11 The CITY will provide the CITY MANAGER with a clothing allowance in the amount of One Thousand Five Hundred Dollars [$1,500.00], payable in quarterly installments of Three Hundred Seventy-five Dollars [$375.00].

12.0 Reimbursable Business Expenses

12.1 CITY will reimburse CITY MANAGER for all business-related expenses upon presentation to the Finance Director of duly executed expense vouchers, receipts, statement or personal affidavits.

13.0 Outside Activities

13.1 The appointment provided for by this Agreement shall be the CITY MANAGER's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the CITY and the community, the CITY MANAGER may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

14.0 Indemnification

14.1 CITY shall defend, hold harmless from, and indemnify CITY MANAGER against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of CITY MANAGER's duties as CITY MANAGER. CITY shall either compromise and settle any claim or suit or pay the amount of any judgment against CITY MANAGER rendered thereon, if not compromised and settled.

14.2 CITY reserves the right to select, appoint, retain, and discharge legal counsel necessary to provide the foregoing defense.

15.0 Bonding

15.1 CITY shall bear the full cost of any fidelity or other bonds required of the CITY MANAGER under any law or ordinance.

16.0 Other Terms and Conditions of Appointment

16.1 The CITY has appropriated funds of the CITY in an amount sufficient to fund and pay all financial obligations of the CITY MANAGER pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth above.

16.2 The COMMISSION, in consultation with the CITY MANAGER, shall fix such other terms and conditions of appointment, as it may determine from time to time, relating to the performance of CITY MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the City Charter or any other law but no subsequent agreement that would modify monetary benefits is binding on the parties unless reduced to writing and approved and signed with the same formalities as this Agreement.

16.3 There are no established hours of work for the CITY MANAGER. The CITY MANAGER shall dedicate himself to the tasks necessary to effectively and efficiently manage the affairs of the CITY. The CITY MANAGER may adjust his regular work schedule to balance the demands of extended business days and night meetings, upon reasonable notice to the COMMISSION.

16.4 The CITY will provide the CITY MANAGER with a laptop computer or other similar electronic devices suitable for on and offsite business use.

17.0 Binding Effect

17.1 The Agreement shall be binding on the CITY and CITY MANAGER and the successors, assigns, and heirs of each respectively.

17.2 The effective date of the Agreement shall be the date it is last signed by either the CITY or the CITY MANAGER.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the parties sign and execute this Agreement.

CITY OF BOYNTON BEACH, FLORIDA

Witness

Witness

Ty Penserga
Mayor

Dated: 9/22/2022

CITY MANAGER

Witness

Witness

Daniel Dugger

Dated: 9/21/2022

Approved as to Form:

Michael D. Cirullo, Jr.
City Attorney

ATTEST:

Maylee De Jesus
City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

ADDENDUM TO APPOINTMENT AGREEMENT

Effective October 18, 2023, this Addendum amends the Appointment Agreement between the City of Boynton Beach and the undersigned employee. Unless expressly modified by this Addendum, the original terms of the Appointment Agreement and any previous Addendum shall remain in full force. The Appointment Agreement is amended as follows:

2.1 CITY will pay CITY MANAGER an annualized base salary of Two Hundred Fifteen Thousand Two Hundred Fifty and NO/100 Dollars [$215,250.00], payable in equal bi-weekly payments; paid at the same time that other managerial level employees of the CITY are paid.

11.7 CITY MANAGER is eligible to receive reimbursement for educational expenses toward the attainment of a Master's Degree.

Each and every other term and condition of the original Appointment Agreement, and any subsequent addendum, not herein specifically amended shall remain in full force and effect.

The foregoing provisions represent the agreement of the parties.

Ty Penserga
Mayor

Dated: 10/18/23

Daniel Dugger

Dated: 10/18/23

Performance Evaluation for the City Manager

Name of City Manager: Daniel Dugger
Review Period: October 1, 2023 – September 30, 2024
Date of Review: October 1, 2024

Rate each performance indicator by using a scale of 1-5. Write 1, 2, 3, 4 or 5 on the spaces below based on the rating scale provided to the right.

Rating Scale:
1 = Unsatisfactory
2 = Below Expectations
3 = Satisfactory
4 = Meeting Expectations
5 = Exceeding Expectations

Leadership and Vision

- Sets clear direction for the City: ____
- Implements City Commission's vision effectively: ____
- Demonstrates innovative thinking: ____

Financial Management

- Budget preparation and oversight: ____
- Fiscal responsibility and transparency: ____
- Seeking alternative funding sources: ____

Personnel Management

- Staff development and motivation: ____
- Recruitment and retention of key personnel: ____
- Promoting a positive work culture: ____

Communication Skills

- With City Commission: ____
- With City Staff: ____
- With the public and media: ____

Intergovernmental Relations

- Relationships with other local governments: ____
- State and federal agency interactions: ____
- Representation of City interests: ____

Community Engagement

- Responsiveness to community needs: ____
- Public outreach and transparency: ____

Project and Program Management

- Oversight of major City initiatives: ____
- Timely implementation of Commission decisions: ____
- Effective problem-solving: ____

Strategic Planning

- Long-term planning for city growth: ____
- Alignment of operations with strategic goals: ____
- Adaptability to changing circumstances: ____

Ethics and Integrity

- Adherence to ethical standards: ____
- Transparency in decision-making: ____
- Promoting ethical culture citywide: ____

Overall Performance Rating: ____

Key Accomplishments:
1.
2.
3.

Areas for Improvement:
1.
2.
3.

Goals for Next Review Period:
1.
2.
3.

Additional Comments:

_____
_____
_____
_____

Reviewer's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Discussion regarding an ordinance regulating the sale of recreational marijuana in the City of Boynton Beach.

Requested Action: Discussion item requested by City Attorney.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Ordinance No. 24-020- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Article II of Chapter 18 of the Boynton Beach Code of Ordinances entitled Employees' Pension Plan amending Section 18-145 City of Boynton Beach Investment Policy for General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing for an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 24-020, at first reading.

Explanation of Request:

Approve an ordinance of the City of Boynton Beach, Florida, amending Article II of Chapter 18 of the Boynton Beach code of ordinances entitled employees' pension plan amending section 18-145 City of Boynton Beach investment policy for General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all Ordinances in conflict herewith and providing for an effective date.

How will this affect city programs or services? There will be no affect to City programs or Services.

Fiscal Impact: No fiscal impact

Attachments:
Ordinance No. 24-020-Adopting IPS Section 112.662- 4877-5187-4237.1.DOCX
business-impact-estimate.pdf

ORDINANCE NO. 24-020

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ARTICLE II OF CHAPTER 18 OF THE BOYNTON BEACH CODE OF ORDINANCES ENTITLED EMPLOYEES' PENSION PLAN AMENDING SECTION 18-145 CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature adopted Florida statutory amendments governing the investment of public funds, along with other related investment topics; and

WHEREAS, the Board, at the advice of the Investment Consultant, has recommended changes to the Investment Policy governing the Board's investments; and

WHEREAS, the Board of Trustees ("Trustees") of the Employees' Pension Plan of the City of Boynton Beach Florida Pension Plan recommends amendment of Article II, Section 18-145 of the Plan to add the approved investment policy to the Code; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida desires to amend the Employees' Pension Plan of the City of Boynton Beach, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Section 18-145 of Article II of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(a) *General.* The Board of Trustees of the Boynton Beach General Employees' Pension Fund has established this Statement of Investment Policy. This policy has been identified by the Board as having the greatest expected investment return and the resulting positive impact on asset values, funded status, and benefits without exceeding a prudent level of risk. The Board determined this policy after evaluating the implications of increased investment return versus increased variability of return for several potential investment policies with varying commitments to different asset classes.

(b) *Purpose.* The Board has established this Investment Policy to ~~This Statement of Investment Policy is intended to complement the investment guidelines provided in applicable State Statutes, and local ordinances. The purpose to this Statement is to:~~

(1) Provide an unambiguous description of the Board's risk tolerance, as defined by the asset classes that are considered allowable investments and the percentage allocations to each asset class; ~~the investment manager a more accurate understanding of the trustees' investment objectives; and~~

(2) Emphasize diversification of portfolio investments within each asset class. ~~Indicate the criteria by which the investment manager's performance will be evaluated.~~

(3) Provide rate-of-return objectives and establish formal criteria to monitor and evaluate the performance.

(c) *General objectives.* The primary investment objective of the Boynton Beach General Employees' Pension Fund is to achieve the absolute return objective over the near-term, intermediate-term, and longer-term time periods. The secondary objective is to achieve moderate

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long-term real growth of the assets while minimizing the volatility of returns. To achieve these objectives, the Board of Trustees seeks to create a conservative, well diversified and balanced portfolio of asset classes managed in separate accounts, mutual funds, commingled funds, and/or limited partnerships. The Board has determined that one or more outside investment managers shall be retained to assure that all investments are managed in both a prudent and professional manner and in compliance with the stated investment guidelines. The Board of Trustees will make direct investments in fund structured investments and acknowledges that no guidelines may be imposed on these investments.

(d) Investment manager responsibilities.

(1) Within the guidelines and restrictions set forth herein, it is the intention of the Board to give each ~~the~~ investment manager full investment discretion, with respect to assets under its management. The investment manager<u>s</u> shall discharge <u>their</u> ~~its~~ responsibilities in the same manner as it would if the <u>Fund</u> ~~fund~~ were governed by the fiduciary, responsibility provisions of the Employee-Retirement Income Security Act of 1974 (ERISA). Although the <u>Fund Trustees</u> ~~fund trustees~~ acknowledge that ERISA does not apply <u>to the Fund</u> as a governmental fund, it hereby imposes the fiduciary provisions of ERISA upon each investment manager whose performance shall conform to the statutory provisions, rules, regulations, interpretations, and case law of ERISA. The investment manager shall acknowledge, in writing, that it is a named fiduciary of the fund.

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(2) Each investment manager is expected to provide any reasonable information requested by the Board of Trustees. At a minimum, each manager shall provide a quarterly report detailing their investment activity, the portfolio's current value, and any changes in investment philosophy or strategy. Each investment manager is expected to meet with the Board of Trustees or their designated representatives periodically to review investment performance and philosophy.

(3) Unless otherwise provided by the Fund's Custodian ~~custodian~~, each investment manager will monitor portfolio activity to minimize uninvested cash balances.

(4) Each investment manager shall be responsible only for those assets under their management.

(5) It will be the responsibility of each investment manager to review the monthly valuations provided by the Fund's custodian and to note, in writing, any significant discrepancies from the valuations provided in their own reports.

(e) *Florida Statute 112.*

(1) *Expected annual rate of return.* With consideration to rates of return from different asset classes, the Board of Trustees has crafted its investment program in order to deliver an expected rate of return similar to that of the actuarial assumed rate. The Board shall determine for each actuarial valuation, the total expected annual rate of return for the current year, for each of the next several years and for the long term thereafter. The total expected annual rate of return is anticipated to be similar to the actuarial assumed rate of return. This determination is to be filed with the Department of Management Services and with the plan sponsor and consulting actuary.

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(2) *Continuing education.* The Board of Trustees relies on its consultants and professionals to provide continuing education on pension and investment issues. The Board of Trustees also recognize state and regional conferences as a source of continuing education. The Trustees are encouraged to attend conferences, schools, and other functions periodically in order to fulfill this requirement.

(3) *Filing of investment policy*. The investment policy is to be promptly filed with the Department of Management Services, plan sponsor and consulting actuary. The effective date of the investment policy and any amendment thereto shall be the 31st calendar day following the filing date with the plan sponsor.

(f) *Investment objectives.* Given the above stated purpose of the Boynton Beach General Employees' Pension Fund, the Board of Trustees recognizes the necessity of a long-term horizon when formulating investment policies and strategies. However, shorter-term investment goals have been established and are intended to provide quantifiable benchmarks to measure and evaluate portfolio return and risk.

(1) Most investment styles require a full market cycle to allow an investment manager to demonstrate his abilities. A full market cycle is generally defined as a three-to-five-year time period. As a result, performance results will be measured over a three-to-five-year period. Performance over shorter time periods will be monitored as a means of identifying the trend of results.

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(2) The specific investment objectives of the Boynton Beach General Employees' Pension Fund are as follows:

a. Absolute Return Objective: The goal of the Boynton Beach General Employees' Pension Fund shall be to achieve an average annual rate of return greater than the applicable actuarial assumed rate of return net of investment expenses over the longer term (3 to 5 years),

b. Market Return Objective: In order to provide a reference of fund return and risk relative to a similar basket of passive assets, the board has developed a "Target Index". The fund's objective is to achieve a rate of return over the long term (3 to 5 years), which exceeds the return of a Target Index.

1. The Target Index for the Boynton Beach General Employees' Pension Fund is defined as a 35% investment in the Russell 1000 Stock Index, a 15% investment in the Russell 2000 Stock Index, a 10% investment in the MSCI Europe, Australasia and Far East Stock Index, a ~~20%~~ 15% investment in the NCREIF Property Index, ~~and~~ a 15% investment in the Bloomberg Barclays Capital Aggregate Bond Index, a 10% investment in the Consumer Price Index plus 3% (CPI +3%).

c. Peer Return Objective: It is expected that the total rate of return earned by the Fund and the returns earned by the stock and bond portions of the

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portfolio will each rank in the top 50% when compared to a representative universe of other, similarly managed portfolios.

(g) *Investment guidelines.*

(1) The Board of Trustees has established the following target asset allocation for the entire Boynton Beach General Employees' Pension Fund:

	Target Allocation (at market)	***Target Range (at market)***	***Representative Benchmark***
Public Equity:			
Domestic Large Cap ~~equity~~	35%	~~25% - 60%~~ **20% - 40%**	Russell 1000/**S&P 500**
Domestic Small/Mid Cap	15%	5% - 20%	Russell 2000/2500
Foreign equity	10%	5% - ~~25~~ **20**%	MSCI EAFE
Total Equity	60%	**65% Maximum**	
Fixed income & equivalents			
Core Fixed income	~~20~~**15**%	~~10~~ **5**% - ~~70~~ **25**%	Bloomberg Barclays Agg/Int
Non-Core / Alt Fixed Income	**5%**	**0% - 15%**	**Bloomberg Barclays Agg/Int/CPI + 3%**
Private Credit	**5%**	**0% - 15%**	**CPI +3%**
~~Direct~~ **Private** real estate	~~20~~**15**%	~~5% - 30%~~ **10% - 25%**	NCREIF Property Index ODCE
Cash equivalents	0%	0% - 10%	T-bills

It may be necessary to rebalance the portfolio periodically to maintain policy targets and diversification. The Board of Trustees will monitor each component of the Retirement Plan (including asset class, mutual fund, and portfolio manager asset values) and will adjust as necessary at quarterly meetings. To implement this strategy, the Board has chosen to hire one or more professional investment managers. The following guidelines and restrictions apply to all fund

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investments. In accordance with the policies established by the Board of Trustees, the assets of the Boynton Beach General Employees' Pension Fund shall be invested in a diversified portfolio of fully securities, funds, or pooled assets, provided they meet the following criteria:

a. Equity securities:

1. Public equity investment may be diversified across Domestic Investments Large Cap, Domestic Small Cap, and Foreign Equity (Incl EM).

2. Investments in equity securities/funds shall be limited to no more than the ranges indicated above ~~65% at cost valuation of the fund's total asset value~~;

3. Investments in all equity securities ~~All equity investments~~ shall be limited to fully and easily negotiable equity securities;

4. Investments in foreign securities shall be limited to 25% (at market valuation) of the total investment portfolio. The Board may achieve diversification in foreign equity through commingled fund or institutional mutual fund vehicles. These pooled investments are considered an investment in foreign securities.

(A) American Depository Receipts (ADRs) and foreign ordinary securities traded on domestic exchanges are United States dollar-denominated securities listed and traded on a United

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States exchange and are considered part of the ordinary investment strategy of the Board. These securities are not considered foreign securities and may be purchased by separate account managers without limitation;

5. Exchange traded funds (ETFS) may be utilized but may not exceed 10% (at market valuation) of any equity manager's ~~managers~~ portfolio.

6. No more than 20% of the equity securities are to be invested in small or mid-cap stocks. The Board defines small and mid-cap stocks **as** the stocks whose market capitalization is less than $5 billion dollars.

7. No more than 5% **(**at cost**)** ~~value~~ of an investment manager's equity portfolio may be invested in the shares of a single corporate issuer.

b. Fixed income securities, Funds, and Related Strategies:

1. Fixed Income may include traditional fixed income in core or core+ strategies, private credit offered through limited partner structure, or non-traditional and alternative fixed income management offered in limited partner structure.

2. The fixed income portfolio shall comply with the following guidelines:

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(A) The average credit quality of all rated bonds held in the fixed income ~~the bond~~ portfolio shall be ~~rated~~ "A" or higher~~; and~~.

(B) The duration of the fixed income portfolio shall not exceed 135% of the duration of the market index. The market index is defined as the Bloomberg Barclays Capital Aggregate Bond Index.

3. Investments in all rated corporate fixed income securities shall be limited to:

(A) Those securities rated "BBB" shall not exceed 20% of the entire fixed income portfolio.

(B) No more than 5% at cost of an investment manager's total fixed income' portfolio shall be invested in the securities of any single corporate

4. Futures contracts may be used on a non-levered basis for duration adjustment and yield curve positioning purposes.

5. There is no limit imposed on investments in fixed income securities issued directly by the United States Government ~~government~~ or any agency or instrumentality thereof.

6. Commingled vehicles managed by the investment adviser may be used to assist with the efficient implementation of portfolio strategy.

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7. Index ETF's may be used for the efficient implementation of portfolio strategy.

8. Investment in private credit strategies are considered part of the general fixed income asset class:

(A) Investments in private credit strategies shall not exceed 15% of the value of the total Fund.

(B) All private credit investments shall be made through participation in diversified limited partnership vehicles.

(C) The Board shall endeavor to consider those investments that offer transparency and low relative fees.

c. Private Real Estate:

1. Investments in real estate shall not exceed 15% ~~30%~~ (at market valuation) of the value of the total Fund assets.

2. All real estate investments shall be made through participation in diversified commingled funds of real properties. These funds shall be broadly diversified as to property type and geography. Experienced and professional real property investment managers shall manage all real estate investments.

~~d. *Absolute Return:*~~

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Words in underlined type are additions.

~~**1.** Investments in absolute or real return strategies shall not exceed 20% of the value of the total Fund assets.~~

~~**2.** All absolute or real return investments shall be made through participation in diversified commingled funds, mutual fund or limited partnership vehicles.~~

~~**3.** The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.~~

~~e. *Private Equity/Private Credit:*~~

~~**1.** Investments in private equity and credit strategies shall not exceed 15% of the value of the total Fund assets.~~

~~**2.** All private equity and private credit investments shall be made through participation in diversified limited partnership vehicles.~~

~~**3.** The board shall endeavor to consider those investments that offer liquidity, transparency and low relative fees.~~

f. Cash equivalent securities:

1. The investment manager may invest only in the following short-term investment vehicles:

(A) The money market or STIF provided by the plan's custodian;

(B) Direct obligations of the United States government with a maturity of one year or less;

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(C) Commercial paper with a maturity of 270 days or less that is rated A-1 or higher by Standard & Poor's or P-1 or higher by Moody's; and

(D) Bankers acceptances issued by the largest 50 banks in the United States (in terms of total assets).

(4) *Mutual Funds/Commingled Funds/Limited Partnerships.* The Board of Trustees recognizes and accepts that commingled, mutual fund and limited partnership investments will be dictated by the investment policies and guidelines of those funds and that no additional constraints may be imposed on them. The decision to make a direct investment in any vehicle will only be made by the Board of Trustees after a thorough review of the policies of the governing documents of those funds and after it has been determined that those policies are appropriate and materially consistent with the investment objectives.

(5) *Prohibited securities*. Only those derivative securities expressly described herein are permissible. Trading on margin and short selling are prohibited for separate account managers.

(6) *Performance Evaluation.* The Board of Trustees intends to review investment performance and compliance with stated investment policies on a quarterly basis.

(7) *Review of policy*. It is the intention of the Board of Trustees of the Boynton Beach General Employees' Pension Fund to review this statement of investment policy and its addenda periodically to amend it by policy to reflect any changes in philosophy or

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objectives. However, if at any time the investment manager believes that the specific objectives defined herein cannot be met or that these guidelines unnecessarily constrict performance, the Board shall be so notified in writing.

(h) *Compliance with Chapter 2023-28, Laws of Florida*

The Board and its investment managers shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 112.662, along with regulations adopted by the Department of Management Services.

(1) *Definition of pecuniary factor.* The term "pecuniary factor" is defined as a factor that an investment fiduciary "prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with the investment objectives and funding policy of the retirement system. The term does not include the consideration of the furtherance of social, political, or ideological interests."

(2) *Exclusive consideration of pecuniary factors.* Only pecuniary factors may be considered, and the interests of the participants and beneficiaries of the system may not be subordinated to other objectives, including sacrificing investment return or undertaking additional investment risk to promote any nonpecuniary factor. The weight given to any pecuniary factor must appropriately reflect a prudent assessment of its impact on risk or returns.

(3) *Proxy voting.* Only pecuniary factors may be considered when voting proxies.

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(4) *Filing requirements.* The Board shall timely comply with the reporting requirements of Section 112.662, Florida Statutes, by filing a comprehensive report by December 15 of each odd-numbered year. Investment managers and the Board's investment consultant shall assist in the preparation of required reports and shall annually confirm to the Board their compliance with Chapter 2023-28.

(5) *Contracting and external communication requirements.*

a. Manager contracts shall comply with Section 215.885, Florida Statutes.

b. Requests for proposals issued for investment manager services shall comply with Section 287.05701, Florida Statutes.

(6) The investment consultant shall provide investment managers for consideration who invest only based on pecuniary factors as defined by this subsection (h)(1).

(7) If a Request for Proposals document is issued for Investment Manager services, the solicitation document must include the following:

The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall

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become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. That this Ordinance shall take effect immediately upon passage.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this _____ day of _____ 2024.

SECOND, FINAL READING, AND PASSAGE this ____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Proposed Ordinance Ordinance No. 24-XXX, approving an ordinance of the City of Boynton Beach, Florida, amending Article II of Chapter 18, section 18-145 of the Boynton Beach Code of Ordinances for general employees' pension fund.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

First Reading of Proposed Ordinance No. 24-XXX, approving an ordinance of the City of Boynton Beach, Florida, amending Article II of Chapter 18, section 18-145 of the Boynton Beach Code of Ordinances for general employees' pension fund.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

No Cost

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No Cost

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Ordinance No. 24-021- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building and Structures"; providing for codification, severability, conflicts, and providing for an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 24-021, on first reading.

Explanation of Request: Amending the City of Boynton Beach Code of Ordinance to update the Date of the Flood Insurance Study and Flood Insurance Rate Maps; Providing for applicability, serviceability and effective December 20, 2024. Striking the term "Floodway designations" as the City doesn't have any floodways.

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for the City of Boynton Beach through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective December 20, 2024.

The City of Boynton Beach CRS rating currently is a 5 and working toward becoming a 4. The City of Boynton Beach has been working with Florida Department of Emergency Management (FDEM) Office of Floodplain Management to ensure the changes to the City's Flood Prevention Ordinance meets the strict requirements to maintain our current standing with FEMA.

How will this affect city programs or services? If the proposed amendment is not adopted, the city's floodplain ordinance may be deemed non-compliant which would affect all flood policies obtained through the National Flood Insurance Program. This could result in a loss of discount for all policy holders within the City.

Fiscal Impact: No impact

Attachments:
Ordinance No 24-021 Flood Prevention Requirements.docx

Letters of Final Determination.docx
business-impact-estimate.pdf

ORDINANCE NO. 24-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III, CHAPTER 4, "SITE DEVELOPMENT STANDARDS," ARTICLE X, "FLOOD PREVENTION REQUIREMENTS," SECTION 1.C "ADMINISTRATION," SECTION 1.D, "APPLICABILITY," AND SECTION 5.E "BUILDING AND STRUCTURES"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Boynton Beach participates in the National Flood Insurance Program, and the City of Boynton desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the City of Boynton Beach has determined that it is in the best interest of the public to amend Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building and Structures" to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Part III, Chapter 4, Article X, Section 1.C, entitled "Administration" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 1, Part C "Administration," Section 7 "Other Duties"

C. Administration.

…

7. Other Duties. The Floodplain Administrator shall have other duties, including but not limited to:

…

c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps (FIRM) if the analyses propose to change base flood elevations, flood hazard area boundaries~~, or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;

…

Section 3: Part III, Chapter 4, Article X, Section 1.D, entitled "Applicability" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 1, Part D entitled "Applicability"

D. Applicability.

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…

2. Basis for Establishing Flood Hazard Areas. The Flood Insurance Study (FIS) for Palm Beach County, Florida and Incorporated Areas dated ~~October 5, 2017~~ December 20, 2024, and all subsequent amendments and revisions, and the accompanying FIRMs, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file in the Development Department at the city.

…

Section 4: Part III, Chapter 4, Article X, Section 5.E, entitled "Buildings and Structures" of the Code of Ordinances of the City of Boynton Beach is hereby amended as follows:

Part III, Chapter 4, Article X, Section 5, Part E entitled "Buildings and Structures"

E. Buildings and Structures.

…

2. Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

…

b. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ~~ordinance~~ article and ASCE 24.

…

Section 5: Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida,

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and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURE ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____ 2024.

SECOND, FINAL READING, AND PASSAGE this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

FLORIDA DEM SUPPORT FOR ORDINANCE REQUIREMENTS

(For Letters of Final Determination Beginning 2023)

TO: CEOs of Florida Communities Receiving FEMA LFDs for Revised Maps

FROM: Conn Cole, State NFIP Coordinator/State Floodplain Manager Florida Office of Floodplain Management (OFM)

Digitally signed by Conn Cole
Date: 2023.01.12 10:20:09 -05'00'

SUBJECT: Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

FEMA has established the effective date for the revised Flood Insurance Study and Flood Insurance Rate Maps (FIRMs) for your community through the issuance of a Letter of Final Determination (LFD). The letter advises affected communities that they must adopt or show evidence of adoption of a National Flood Insurance Program (NFIP)-compliant flood ordinance before the FIRMs become effective.

The Division of Emergency Management (DEM) worked with your community in the past to adopt a floodplain management ordinance that is coordinated with the Florida Building Code. That ordinance and the flood provisions in the FBC satisfy the requirements of the NFIP.

Within a week or two after FEMA mails the Letter of Final Determination, the OFM will be in touch with your community's Floodplain Administrator. We will discuss options to respond to the LFD, including amending the ordinance to revise the FIS and FIRM date. If your community elects to amend the ordinance, the OFM must conduct a compliance review prior to adoption. After amendments are adopted, or if your community chooses not to amend the ordinance, we must submit your ordinance to FEMA in advance of the deadline established in the LFD.

We welcome the opportunity to work with your community to ensure that its flood ordinance is compliant with NFIP. If you have questions and wish to speak with our staff, please contact our helpline telephone number at (850) 815-4556 or email at floodstoem.myflorida.com.

CC/

Federal Emergency Management Agency

Washington, D.C. 20472

June 20, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Ty Penserga
Mayor, City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

Community Name: City of Boynton Beach, Palm Beach County, Florida
Community No.: 120196
Map Panels Affected: See FIRM Index

Dear Mayor Penserga:

This is to notify you of the final flood hazard determination for Palm Beach County, Florida and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register.*

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on December 20, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(e) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations

apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(e);

2. Adopting all the standards of 44 CFR Part 60.3(e) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(e).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(e) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code. Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019),* provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

Please note, any enclosed correspondence from the State Floodplain Manager is provided to assist States and communities in coordinating to meet State requirements. Its inclusion with this determination should not be construed as FEMA's specific endorsement of its contents.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels

referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Killian Kraynak, NFIP State Coordinator for Florida by telephone at (850) 815-4560. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 4 at (850) 815-4507 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E.
Director, Engineering and Modeling Division
Risk Management Directorate Resilience

Enclosures:
Final SOMA
Adoption of NFIP-Compliant Flood Ordinances Coordinated with the FBC

cc: Community Map Repository
John Kuntzman, Building Official, City of Boynton Beach

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Proposed Ordinance An Ordinance Of The City Commission Of The City Of Boynton Beach, Florida, Amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building And Structures"; Providing for Codification, Severability, Conflicts, and Providing for An Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

An Ordinance Of The City Commission Of The City Of Boynton Beach, Florida, Amending Part III, Chapter 4, "Site Development Standards," Article X, "Flood Prevention Requirements," Section 1.C "Administration," Section 1.D, "Applicability," and Section 5.E "Building And Structures"; Providing for Codification, Severability, Conflicts, and Providing for An Effective Date.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

No Impact

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No Impact

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-236- Approving and authorizing the Mayor to sign a Restrictive Covenant for Harvey E. Oyer Jr. Park.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-236.

Explanation of Request:

The City Commission is considering the imposition of a Restrictive Covenant at Harvey E. Oyer Jr. Park, located at 2010 N. Federal Highway, Boynton Beach, FL 33435. The Restrictive Covenant provides for the following:

The Property shall be solely used for the following purposes:

a. As a public park for use by the general public.
b. To provide perpetual public access to the waterfront
c. To provide public access to the boat ramps.
d. Public Safety Marine Complex/Fire Station and dock with lifts for the Boynton Beach Fire Department Fire Boat and Boynton Beach Police Department response vessel.
e. For Coast Guard Auxiliary activities that are performed onsite for boat inspection programs and boating safety courses.
f. City-approved special events and programming.
g. For ancillary uses or purposes related to the above-permitted uses, including public parking, restrooms, concessions, defined as drinks, bait and tackle, pre-packaged foods, and ice, marina industry-related retail, commercial and recreational fishing, charters, and recreational rentals such as kayaks, boats, and canoes otherwise permitted by the City Code.

The following activities are expressly prohibited at or on the Property:

a. All residential uses shall be prohibited on the Property.
b. All hotel or lodging uses shall be prohibited on the Property.
c. No restaurant use shall be permitted on the Property; however, this paragraph does not prohibit the sale of concessions, defined as drinks, bait and tackle, pre-packaged foods, and ice.

The restrictive covenant requires a unanimous vote of the City Commission to revise, amend, modify, or terminate the restrictions.

How will this affect city programs or services? The restrictive covenant will preserve Harvey E. Oyer Jr. Park and ensure public access to the waterfront and boat ramps.

Fiscal Impact: N/A

Attachments:
R24-236 Agenda_Item_2168-2023_Resolution_for_Harvey_Oyer_park_restrictive_covenant.docx
Agenda Item 2168-2023 Resolution for Harvey Oyer park restrictive covenant.docx
Item 10F Oyer Declaration of Restrictive Covenants.pdf

RESOLUTION NO. R24-236

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A DECLARATION OF RESTRICTIVE COVENANTS FOR HARVEY E. OYER, JR. PARK; AND FOR ALL OTHER PURPOSES.

WHEREAS, City is the fee simple title owner of that certain real property located in Palm Beach County, Florida, generally known as Harvey E. Oyer, Jr. Park; and

WHEREAS, the City intends to use the Property as a public park for use by the general public and to provide perpetual public access to the waterfront and public boat ramps; and

WHEREAS, it is the intent of the City that this Restrictive Covenant, once recorded in the Public Records of Palm Beach County, shall serve to impose requirements on the Property and the fee simple title owner to the Property; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Declaration of Restrictive Covenants for Harvey E. Oyer, Jr. Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Declaration of Restrictive Covenants for Harvey E. Oyer, Jr. Park (the “Restrictive Covenant”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Restrictive Covenant. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. Upon execution of the Restrictive Covenant by the City, the City Clerk shall record the Restrictive Covenant in the Public Records of Palm Beach County. The City Clerk shall provide a copy of the recorded Restrictive Covenant to Gail Mootz.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A DECLARATION OF RESTRICTIVE COVENANTS FOR HARVEY E. OYER, JR. PARK; AND FOR ALL OTHER PURPOSES.

WHEREAS, City is the fee simple title owner of that certain real property located in Palm Beach County, Florida, generally known as Harvey E. Oyer, Jr. Park; and

WHEREAS, the City intends to use the Property as a public park for use by the general public and to provide perpetual public access to the waterfront and public boat ramps; and

WHEREAS, it is the intent of the City that this Restrictive Covenant, once recorded in the Public Records of Palm Beach County, shall serve to impose requirements on the Property and the fee simple title owner to the Property; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Declaration of Restrictive Covenants for Harvey E. Oyer, Jr. Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Declaration of Restrictive Covenants for Harvey E. Oyer, Jr. Park (the “Restrictive Covenant”), in form and substance similar to that attached as “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Restrictive Covenant. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. Upon execution of the Restrictive Covenant by the City, the City Clerk shall record the Restrictive Covenant in the Public Records of Palm Beach County. The City Clerk shall provide a copy of the recorded Restrictive Covenant to Gail Mootz.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Document prepared by and return to:
Stacey R. Weinger, Esq.
City Attorney's Office
PO Box 310
Boynton Beach, Florida 33425

Folio No. 08-43-45-15-03-000-0102

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Restrictive Covenant") made this _____ day of _____, 2024 by the City of Boynton Beach, a Florida municipal corporation (hereinafter referred to as "City") for itself and its successors and assigns.

W I T N E S S E T H

WHEREAS, City is the fee simple title owner of that certain real property located in Palm Beach County, Florida, generally known as Harvey E. Oyer, Jr. Park and legally described in Exhibit "A," attached hereto and incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the City intends to use the Property as a public park for use by the general public and to provide perpetual public access to the waterfront, public boat ramps, and such other purposes as outlined herein; and

WHEREAS, it is the intent of the City that this Restrictive Covenant, once recorded in the Public Records of Palm Beach County, shall serve to impose requirements on the Property and the fee simple title owner to the Property, as provided herein; and

NOW, THEREFORE, the City hereby declares that the Property shall only be developed, held, maintained, transferred, sold, conveyed, and owned subject to the following requirements and restrictive covenants:

1. RECITALS.

The recitals above are true and correct and incorporated into this Restrictive Covenant.

2. EXHIBITS.

Any exhibits referenced herein are incorporated into and made a specific part hereof, whether physically attached.

3. RESTRICTIONS/REQUIREMENTS FOR THE PROPERTY.

City hereby declares that the Property shall be solely used for the following purposes:

a. As a public park for use by the general public.
b. To provide perpetual public access to the waterfront
c. To provide public access to the boat ramps.
d. Public Safety Marine Complex/Fire Station and dock with lifts for the Boynton Beach Fire Department Fire Boat and Boynton Beach Police Department response vessel.
e. For Coast Guard Auxiliary activities that are performed onsite for boat inspection programs and boating safety courses.
f. City-approved special events and programming.
g. For ancillary uses or purposes related to the above-permitted uses, including public parking, restrooms, concessions, defined as drinks, bait and tackle, pre-packaged foods, and ice, marina industry-related retail, commercial and recreational fishing, charters, and recreational rentals such as kayaks, boats, and canoes, as otherwise permitted by the City Code.

The following activities are expressly prohibited at or on the Property:

a. All residential uses shall be prohibited on the Property.
b. All hotel or lodging uses shall be prohibited on the Property.
c. No restaurant use shall be permitted on the Property; however, this paragraph does not prohibit the sale of concessions, defined as drinks, bait and tackle, pre-packaged foods, and ice.

4. MODIFICATION AND TERMINATION.

No revisions, amendments, modifications, or termination of these Restrictive Covenants shall be permitted unless specifically approved by the unanimous vote of the City Commission of the City of Boynton Beach.

5. COVENANT RUNNING WITH THE LAND.

This Restrictive Covenant shall constitute a covenant running with the Property for the benefit of the City and shall be binding upon the City's heirs, beneficiaries, personal representatives, successors, and assigns.

6. ENFORCEMENT.

The City may enforce the provisions of this Restrictive Covenant by action at law or in equity against any owner or their successors and assigns. This includes Code Enforcement actions against any successor for violation of this Declaration. The trial venue for any litigation concerning this Declaration shall be exclusively in the courts located in Palm Beach County, Florida. If any action at law or in equity is necessary to enforce or interpret the terms of this Restrictive Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

7. WAIVER.

Failure of the City to enforce this Restrictive Covenant shall not be deemed a waiver of the right to do so thereafter.

8. INVALIDATION.

Invalidation of any of these restrictive covenants by judgment or court order shall in no way affect any other conditions that remain in full force and effect.

9. EFFECTIVE DATE.

This Restrictive Covenant shall become effective and enforceable upon execution and recording in the Public Records of Palm Beach County, Florida.

10. TIME IS OF THE ESSENCE.

Time is of the essence regarding every obligation or restriction of this Restrictive Covenant.

11. RELEASES AND AMENDMENTS.

Any release or amendment not approved with the required formalities specified herein shall be null and void.

(Signatures on the following page)

IN WITNESS WHEREOF, the City of Boynton Beach, through its Mayor, has hereunto set its authorized hand this _____ day of _____, 2024.

CITY: City of Boynton Beach, a Florida municipal corporation

WITNESSES:

_____

_____
Print Name

By: _____
Ty Penserga, Mayor

_____
Address

_____

Executed this __ day of _____, 2024.

_____
Print Name

_____
Address

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by Ty Penserga as Mayor of Boynton Beach who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____ 2024.

_____
NOTARY PUBLIC

_____
My Commission Expires:

_____
Serial Number, if any:

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Harvey E. Oyer, Jr. Park

Parcel Control No. 08-43-45-15-03-000-0102

Address: 2010 N Federal Hwy, Boynton Beach, FL 33435

Legally Described As:

Lots 11 and 12, Sam Brown Jr.'s Subdivision, according to the plat thereof, recorded in Plat Book 1, Page fil., Public Records of Palm Beach County, Florida.

Together with a portion of Lot 10, Sam Brown Jr.'s Subdivision, according to the plat thereof, recorded in Plat Book 1, Page 81, Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 10 of SAM BROWN JR. 'S HYPOLUXO SUBDIVISION, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, recorded in Plat Book 1, Page 81; thence Easterly along the South line of said Lot 10 a distance of 153.67 feet; thence Northerly at right angles to the preceding course a distance of 50.95 feet; thence Westerly parallel to the South line of said Lot 10 a distance of 53.95 feet; thence Northerly at right angles to the preceding course a distance of 7 .9 feet; thence Westerly parallel to the South line of said Lot 10, a distance of 91.94 feet to the point in the West line of said Lot 1 O; thence Southerly along the West line of said Lott 10, a distance of 59 .30 feet to the Point of Beginning

Together with:

'Homesite' Tract, W.S. Shepard's Subdivision, according to the plat thereof, recorded in Plat Book Page 8, Public Records of Palm Beach County, Florida.

Together with:

A parcel of submerged land in Lake Worth lying west of the City bulkhead line of the City of Boynton Beach, Florida, and East of Lot 13 SAM BROWN JR.'S S/D in Section 15, Township 45 South, Range 43 East, as recorded in Plat-Book 1, Page 8, and as shown on W. S. SHEPARD'S Plat of the SID of Lots 13, 14, and 15 of said SAM BROWN JR'S SID, being recorded in Plat Book 8, Page 8, Palm Beach County, Florida; being specifically described as follows:

From the Northwest Comer of the SW/4 of said Section 15, bear South 89° 13' 55" East along the north line of said SW/4, a distance of 785.0 feet to the East right of way line of the Florida East Coast Railway; thence South 8° 12' 00" West a distance of 1622.4 feet to the north line of said Lot 13; thence South 89° 22' 00" East along the north line of said Lot 13, a distance of 1117. 7 feet to the shore of Lake Worth and the point of beginning; thence continue South 89° 22' 00" East, a distance of 290.6 feet to said City bulkhead line; thence South 3 ° 21' 41" West, along said bulkhead line, a distance of 151.97 feet to the south line of "Homesite" of Lot 13; thence North 89° 22' 00" West along said lot line a distance of 283.5 feet to a point south of the point of beginning; thence North along the former "Shoreline" to the Point of Beginning.

Said Lands are situated in the City of Boynton Beach, Palm Beach County, Florida.

Containing 8.7860 Acres, more or less.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-237- Approve the disposition of land by the Boynton Beach Community Redevelopment Agency to Maple Tree Investments, LLC for the property located at 401 E. Boynton Beach Blvd., 407 E. Boynton Beach Blvd., and 411 E. Boynton Beach Blvd., for a purchase price less than fair market value.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-237.

Explanation of Request: On 9/10/24, the CRA Board approved the Purchase and Development Agreement for the sale and development of the CRA property located at 401-411 E. Boynton Beach Blvd.

Section 163.380, Florida Statutes; Disposal of property in Community Redevelopment Area states:

"In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing."

Pursuant to section 163.380, Florida Statutes, the City Commission must approve the disposition since the property is being disposed of for less than appraised/fair market value.

How will this affect city programs or services? There will be no affect to City programs or services.

Fiscal Impact: The transfer of property from the CRA to Maple Tree Investments, Inc. will generate property taxes upon completion of the transaction and construction of the new United States Postal Service (USPS) retail site.

Attachments:
R24-237 Agenda_Item_2209-2023_Resolution_for_CRA_less_than_fair_market_sale_of_proprety.docx
Purchase & Development Agreement-401 E BB Blvd-Final-9.9.24 Final w Exhibits & signature page.pdf
09-10-2024 CRA Board Meeting Agenda - REVISED 09-10-2024.pdf
CRA Agenda Item.pdf
08-13-2024 CRA Meeting Minutes RE 401-411 USPS Negotiations with Maple Tree.pdf

RESOLUTION NO. R24-237

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE DISPOSITION OF LAND FOR THE USPS PROJECT BY THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO MAPLE TREE INVESTMENTS, LLC, OF PROPERTY LOCATED AT 401 E. BOYNTON BEACH BLVD., 407 E. BOYNTON BEACH BLVD., AND 411 E. BOYNTON BEACH BLVD., FOR A PURCHASE PRICE LESS THAN FAIR MARKET VALUE; AND FOR ALL OTHER PURPOSES.

WHEREAS, pursuant to section 163.380, Florida Statutes, in the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing; and

WHEREAS, the Boynton Beach Community Redevelopment Agency ("CRA") Board approved the Purchase and Development Agreement for the sale and development of the CRA property located at 401 E. Boynton Beach Blvd., 407 E. Boynton Beach Blvd., and 411 E. Boynton Beach Blvd.; and

WHEREAS, the property appraised at $917,000.00, and the Board approved the sale of the property to Maple Tree Investments, LLC for $817,000.00 for the construction of a new USPS retail site; and

WHEREAS, since the sale amount is below fair market value, the City Commission, as the governing body, is required to approve the disposition; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the disposition of land for the USPS Project by the Boynton Beach Community Redevelopment Agency to Maple Tree Investments, LLC of property located at 401 E. Boynton Beach Blvd., 407 E. Boynton Beach Blvd., and 411 E. Boynton Beach Blvd., for a purchase price less than fair market value.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as

being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the disposition of land for the USPS Project by the Boynton Beach Community Redevelopment Agency to Maple Tree Investments, LLC of property located at 401 E. Boynton Beach Blvd., 407 E. Boynton Beach Blvd., and 411 E. Boynton Beach Blvd., for a purchase price less than fair market value.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any document as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "SELLER") and MAPLE TREE INVESTMENTS, LLC, or its affiliated assignee (hereinafter "PURCHASER", and together with the SELLER, the "Parties").

In consideration of TEN DOLLARS AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the real property legally described in Exhibit "A" attached hereto (hereinafter the "Property"). The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effected in order to reduce slum and blight and to enable the construction of an approximately 3,490 sq. ft. United States Postal Service (USPS) Boynton Beach Beach Downtown Station (the "Project").

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND 00/100 DOLLARS ($817,000.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSITS. An Initial Deposit in the amount of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) shall be deposited with Lewis, Longman & Walker, P.A. (hereinafter "Escrow Agent") within five (5) business days following execution hereof by the Parties. The Initial Deposit shall be fully refundable to PURCHASER, if prior to the expiration of the Feasibility Period (as hereinafter defined), the PURCHASER advises SELLER in writing that it does not intend to complete the purchase of the Property.

3.1 Second Deposit. An additional deposit in the amount of FIVE THOUSAND AND 00/100 DOLLARS ($5,000.00) which together with the Initial Deposit shall be referred to as the "Deposit" shall be deposited with the Escrow Agent, at the end of the Inspection Period. The Deposit shall be non-refundable to PURCHASER, except upon (i) failure by SELLER to satisfy any conditions precedent to closing; (ii) upon default by SELLER hereunder; or (iii) notwithstanding any other section of this Agreement, failure of PURCHASER to obtain a fully executed Lease Agreement from USPS (as more fully described in Section 5.a). All interest accruing on the Deposit, if any, shall be credited to the Party entitled to retain the Deposit in the event of the cancellation or termination hereof. At closing, the Purchase Price shall be payable in cash, less the Deposit, and subject to prorations and adjustments set forth herein.

PURCHASER's Initials: _____
SELLER's Initials: _____

4. EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the SELLER and PURCHASER has signed this Agreement.

5. CLOSING. The PURCHASER'S obligation to close on the purchase of the Property is contingent on the following:

a) PURCHASER obtaining a fully executed Lease Agreement from USPS for the United States Postal Service Boynton Beach Beach Downtown Station located at 401-411 E. Boynton Beach Boulevard, Boynton Beach, FL 33435, such Lease Agreement to be for a minimum of fifteen (15) years with at least one five-year option to renew; and

b) PURCHASER obtaining a building permit for the United States Postal Service Boynton Beach Beach Downtown Station located at 401-411 E. Boynton Beach Boulevard, Boynton Beach, FL 33435; and

c) Seller delivering marketable title to the Property subject only to those title exceptions acceptable to the PURCHASER, all as more specifically set forth herein.

6. CLOSING DATE. The Closing shall take no later than 90 days after PURCHASER obtains the building permit described in Section 5.b., at such location to which the parties may mutually agree in writing.

7. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 8.3), to which PURCHASER fails to object, or which PURCHASER agrees to accept.

8. INVESTIGATION OF THE PROPERTY. For a period commencing on the Effective Date until ninety (90) days thereafter ("Feasibility Period"), PURCHASER and PURCHASER'S agents, employees, designees, Contractors, surveyors, engineers, architects, attorneys and other consultants (collectively, "Agents"), shall have the right, at PURCHASER'S expense, to make inquiries of, and meet with members of Governmental Authorities regarding the Property and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, and investigations of the Property, including but not limited to Phase I and Phase II environmental investigations, which PURCHASER may deem necessary. During the Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to

terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date; (ii) shall repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER'S testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property arising out of PURCHASER'S investigation of the Property. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

8.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: any existing title policies, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property.

8.2 Title Review. Within thirty (30) days of the Effective Date, SELLER's counsel, as closing agent for the transaction contemplated herein (the "Closing Agent") shall obtain, at the SELLER'S expense, from a Title Company chosen by SELLER (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than twenty (20) days after receipt of the Title Commitment notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "PURCHASER'S Title Objections"). If PURCHASER fails to deliver PURCHASER'S Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S Title Objections within the Cure Period to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER'S sole and absolute discretion, shall have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period at no cost to PURCHASER, or (ii) accepting the Title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which case, any Deposits shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement.

PURCHASER's Initials: _____
SELLER's Initials: _____

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER shall have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

8.3 Survey Review. PURCHASER, at PURCHASER'S expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 8.2 concerning title objections.

9. CONDITIONS TO CLOSING. PURCHASER shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

9.1 Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

9.2 Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever involving the Property or the SELLER, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

9.3 Compliance with Laws and Regulations. The Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9.4 Construction Permit Approval. The SELLER will cooperate with the PURCHASER with regard to signing and processing any applications and forms required by the City or other authorities having jurisdiction over the PROPERTY to obtain building permit approval and such other design and construction documents as may be reasonably required by PURCHASER to permit the Project to be constructed and operated. The PURCHASER will be responsible for all costs associated with the formulation of the Project's design and construction documents as well any and all applicable permit fees associated with the Project.

10. CLOSING DOCUMENTS. The SELLER shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to

PURCHASER the following documents and instruments:

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the title Company may require.

10.2 Seller's Affidavits. SELLER shall furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured Title Objection.

10.3 Closing Statement. A closing statement setting forth the Purchase Price, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which SELLER shall also execute and deliver at Closing.

10.4 Corrective Documents. Documentation required to clear title to the Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

10.5 Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

11. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

11.1 Prorations. Taxes for the Property shall be prorated through the day before Closing. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.

11.2 Closing Costs. SELLER shall pay for documentary stamps on the deed,

recording the deed and any cost associated with curing title. PURCHASER shall pay all other closing expenses. Each party shall be responsible for their respective attorneys' fees.

11.3 Closing Procedure. PURCHASER shall fund the Purchase Price subject to the credits, offsets and prorations set forth herein. SELLER and PURCHASER (as applicable) shall execute and deliver to the Closing Agent the Closing Documents. The Closing Agent shall, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

11.4 Existing Mortgages and Other Liens. At Closing, SELLER shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

12. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

12.1 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

12.2 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

12.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

12.4 Parties in Possession. There are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

12.4 Acts Affecting Property. From and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

PURCHASER's Initials: _____
SELLER's Initials: _____

13. DEFAULT. Failure of either Party to strictly comply with any of the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If either Party fails to cure the default within (30) days of written notice from the other of its default, then this Agreement may be terminated pursuant to Section 21.15below.

13.1 PURCHASER'S Default.

13.1.1 Prior to Closing. In the event that this transaction fails to close due to a wrongful refusal to close or default (including failure to strictly comply with the Development Timeline as set forth in Section 20) on the part of PURCHASER, or PURCHASER otherwise fails to comply with this Agreement prior to Closing, SELLER shall be entitled to retain the Deposit, and neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER.

13.1.2 Subsequent to Closing. In the event that subsequent to Closing PURCHASER fails to complete the Project as described above in Section 1, fails to achieve one or more of the Project Elements (as defined below), fails to strictly comply with the Development Timeline set forth in Section 20, and/or otherwise fails to comply with this Agreement, it shall constitute an act of default, and at SELLER's option PURCHASER shall be required to reconvey the Property to the SELLER for the Purchase Price, this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely to perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit and neither party shall have any further rights hereunder.

13.3 Notice of Default. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have thirty (30) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

13.4 Additional Default. The provisions of this Section 13 shall be considered in addition to any other provisions concerning default contained in this Agreement.

PURCHASER's Initials: _____
SELLER's Initials: _____

13.5 Survival. The provisions of this Section 13 shall survive the termination of this Agreement.

14. NOTICES. All notices required in this Agreement must be in writing and shall be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: Timothy Tack, Acting Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401

If to Purchaser: Todd Conley
Maple Tree Investments, LLC
2047 Grab Road
Greensburg, Kentucky 42743

15. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which shall not be unreasonably withheld. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER. This Agreement may be freely assigned by PURCHASER to a wholly owned or controlled assignee of PURCHASER, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein as if such assignee were the original party to this Agreement. Any assignment by PURCHASER to an unrelated party shall be subject to the written approval of SELLER, which shall not be unreasonably withheld.

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to

PURCHASER's Initials: _____
SELLER's Initials: _____

terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by either Party or on its behalf with any broker or finder in connection with this Agreement. However, regardless of the nature of the claim, SELLER'S indemnification obligations shall not exceed the statutory limits provided within Section 768.28, Florida Statutes, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

18. ENVIRONMENTAL CONDITIONS**.** To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations. Notwithstanding the foregoing, PURCHASER is aware of the presence of groundwater monitoring wells on the Project property and that monitoring of such wells remains ongoing. SELLER shall report any findings of non-compliance arising from such monitoring to PURCHASER within three (3) business days of receiving notice of such findings.

19. DEVELOPMENT AND SALE OF THE PROPERTY. SELLER and PURCHASER acknowledge that the Property is being sold to PURCHASER for the sole purpose of developing a 3,490 sq. ft. (approximately) United States Postal Service Boynton Beach Beach Downtown Station located at 401-411 E. Boynton Beach Boulevard, Boynton Beach, FL 33435.

19.1 [INTENTIONALLY DELETED]

19.2 PROJECT DESIGN. PURCHASER shall construct the Project in general conformance with the design depicted in Exhibit B. SELLER has the right to approve any substantial changes to the design depicted in Exhibit B, which approval shall not be unreasonably withheld. PURCHASER shall submit plans to the SELLER for review prior to submission to the City for approval. SELLER shall provide comments or approval of the design to PURCHASER at its next regularly scheduled Board meeting after PURCHASER submits plans for approval.

19.3 Zoning. PURCHASER agrees to undertake all efforts to rezone the property as may be necessary to complete the Project as depicted in Exhibit B.

20. DEVELOPMENT TIMELINE. The following constitute the Development Timeline and the following events must be documented in writing and provided to the SELLER upon completion of each action (collectively the "Project Elements").

a) PURCHASER represents it has obtained financing in an amount sufficient to develop the Project. PURCHASER shall provide SELLER proof of such financing for the Project no later than 30 days prior to closing.

b) Achievement of site plan approval from the City by within one year of the Effective Date.

c) Submission of construction documents to the City for a building permit within one year of receiving site plan approval from the City. Proof of permit application fees paid will be provided to the SELLER upon submission to the City. Upon City issuance of the building permit a copy will be provided to SELLER.

d) To the extent permissible under the United States Postal Services rules and regulations, a groundbreaking ceremony and commencement of construction shall occur within 60 days following the issuance of a building permit. SELLER will be in attendance at the ceremony and participate in its planning.

e) Temporary or permanent certificate of occupancy to be provided within twelve (12) months following building permit issuance.

21.1 Time is of the Essence. SELLER agrees to work reasonably with PURCHASER in working within the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence in this Agreement.

21. RIGHT OF FIRST REFUSAL AND REFUNDING.

a. Right of First Refusal. PURCHASER hereby grants SELLER a Right of First Refusal for repurchase of the Property which shall be in full force and effect for a period of five (5) years from the date PURCHASER obtains its Certificate of Occupancy. The terms and conditions of this right shall be set forth within the Special Warranty Deed as follows:

1. Should PURCHASER receive a written offer to purchase the Property pursuant to a written contract or letter of intent, PURCHASER shall give SELLER notice of the offer by delivering a copy of the contract or letter of intent to SELLER ("Notice") pursuant to the Notice requirements of Section 14 above within two (2) business days of receipt. Within ten (10) days of receipt of

the Notice, SELLER shall either waive or exercise its right of first refusal. If SELLER elects to exercise its right of first refusal, SELLER shall, within ten (10) days after receipt of the Notice, deliver to PURCHASER an agreement to purchase the Property on the same terms as set forth in the Notice including the delivery of a deposit (if applicable), and upon receipt by the PURCHASER of the foregoing from the SELLER, PURCHASER and SELLER shall enter into a Purchase and Sale Agreement upon substantially the same terms and conditions as the Notice. If SELLER fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within ten (10) days after receipt of the Notice, then SELLER's right of first refusal shall be deemed to have been waived. The terms and conditions of this Section shall survive Closing.

b. Refunding. Should the PURCHASER sell the Property for a profit above three million dollars ($3,000,000) within seven (7) years of the Effective Date, PURCHASER shall repay to SELLER $917,000 dollars, which is equal to the appraised value of the Property as indicated in the June 23, 2020 appraisal, which is attached hereto as Exhibit C. However, PURCHASER shall not be obligated to repay such amount so long as the lease described in Section 5.a. runs with the land and remains in effect following the sale such that the United States Postal Service remains a tenant in the Project for least 15 years.

22. MISCELLANEOUS.

21.1 General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District Court of Florida.

21.2 Computation of Time. Any reference herein to time periods which are not

measured in business days and which are less than six (6) days, shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

21.3 Waiver. Neither the failure of a party to insist upon strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations hereunder, shall be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph shall survive termination of this Agreement and the Closing.

21.4 Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation hereof. Neither this Agreement nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Agreement, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

21.5 Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The provisions of this Section shall apply to any amendment of this Agreement.

21.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by SELLER and PURCHASER shall control all printed provisions in conflict therewith.

21.7 Waiver of Jury Trial. As an inducement to PURCHASER agreeing to enter into this Agreement, PURCHASER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

21.8 Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party.

21.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right

PURCHASER's Initials: _____
SELLER's Initials: _____

and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

21.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

21.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the Deed and PURCHASER'S possession of the Property.

21.12 PURCHASER Attorneys' Fees and Costs. PURCHASER acknowledges and agrees that PURCHASER shall be responsible for its own attorneys' fees and all costs, if any, incurred by PURCHASER in connection with the transaction contemplated by this Agreement.

21.13 Payment and Performance Bond. Prior to the construction commencement date, the PURCHASER shall obtain, for the benefit of and directed to the SELLER, a Payment and Performance Bond covering the faithful performance by the PURCHASER of its obligations under the contract documents, including but not limited to the construction of the project on the project site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and material men. These Bonds shall remain in effect at least until one year after the termination of this Agreement. The surety selected by the PURCHASER to provide the Payment and Performance Bond shall be approved by the SELLER prior to the issuance of such bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. If SELLER approves changes to the Project that results in an increase in the cost of the Project, SELLER reserves the right to require the PURCHASER to secure and deliver additive riders to the Payment and Performance Bond.

If the surety on any Bond furnished by PURCHASER is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements above, Purchaser shall within five days thereafter substitute another Bond and Surety. Purchaser's failure to furnish a substitute surety shall constitute a material breach of the Agreement and shall give the CRA the immediate right to terminate the Agreement.

21.14 Termination. The obligations of PURCHASER and SELLER shall terminate upon the earlier of (i) the Completion of the Project and all required Project Elements, or (ii) an event of default as defined herein, subject to the requirements of Section 13.

21.15 Public Records. SELLER is public agency subject to Chapter 119, Florida Statutes. The PURCHASER shall comply with Florida's Public Records Law. Specifically, the PURCHASER shall:

PURCHASER's Initials: _____
SELLER's Initials: _____

a. Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in connection with this Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the SELLER would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining and providing public records and transfer to the SELLER, at no cost, all public records in possession of the PURCHASER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the SELLER in a format that is compatible with the information technology systems of the SELLER.

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER the SELLER may terminate the Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

PURCHASER:	**SELLER:**
	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Ty Penserga
Title: _____	Title: Chair
Date: _____	Date: 9/10/2024
WITNESS:	WITNESS:
_____	Vicki Curfman
Printed Name: _____	Printed Name: Vicki Curfman

Approved as to form and legal sufficiency: _____
CRA Attorney

PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT “A”

Lots 4, 5 and 6, ARDEN PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 96; LESS AND EXCEPT that portion conveyed to the State of Florida for road right of way in Official Record Book 1328, Page 369, all of the Public Records of Palm Beach County, Florida.

Property Address: 401 East Boynton Beach Blvd.
Boynton Beach, Florida 33435
PCN: 08-43-45-21-18-000-0060

Property Address: 407 East Boynton Beach Blvd.
Boynton Beach, Florida 33435
PCN: 08-43-45-21-18-000-0052

Property Address: 411 East Boynton Beach Blvd.
Boynton Beach, Florida 33435
PCN: 08-43-45-21-18-000-0040

PURCHASER’s Initials: _____
SELLER’s Initials: _____

JOSE E. BLANCO - ARCHITECT
3672 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(305) 325-1813
email: blancoarchitect@bellsouth.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-9998

DATE: 09/09/23
PROJ NO: 23-19
DWG BY: JEB
REV: -
ERASE: -

A-1 OF X

PARKING REQUIREMENTS			FUTURE REQUIRED
	REQUIRED	PROVIDED	
CUSTOMER	17	17	9
CUSTOMER H.C.	1	1	0
EMPLOYEE	8	3	-5
EMPLOYEE H.C.	1	1	0
POSTAL	0	0	0
POSTAL (ATDR)	0	0	0
TOTAL	27	23	-5

BUILDING AREAS	EXISTG	REQUIRED	PROPOSED
GROSS SF		3,474	3,490
NET SF		2,944	2,960
PLATFORM		276	343
SERVICE LOBBY		1,348	1,468
PO BOX LOBBY		866	878
DELIVERY		0	0
MAIL PROCESSING		116	118
SUPPORT		466	451
OTHER		27	120

RETAIL REQUIREMENTS	EXISTG	REQUIRED	PROVIDED
COUNTERS		3	3
BOX SECTIONS		18	15
PARCEL LOCKERS		8	6

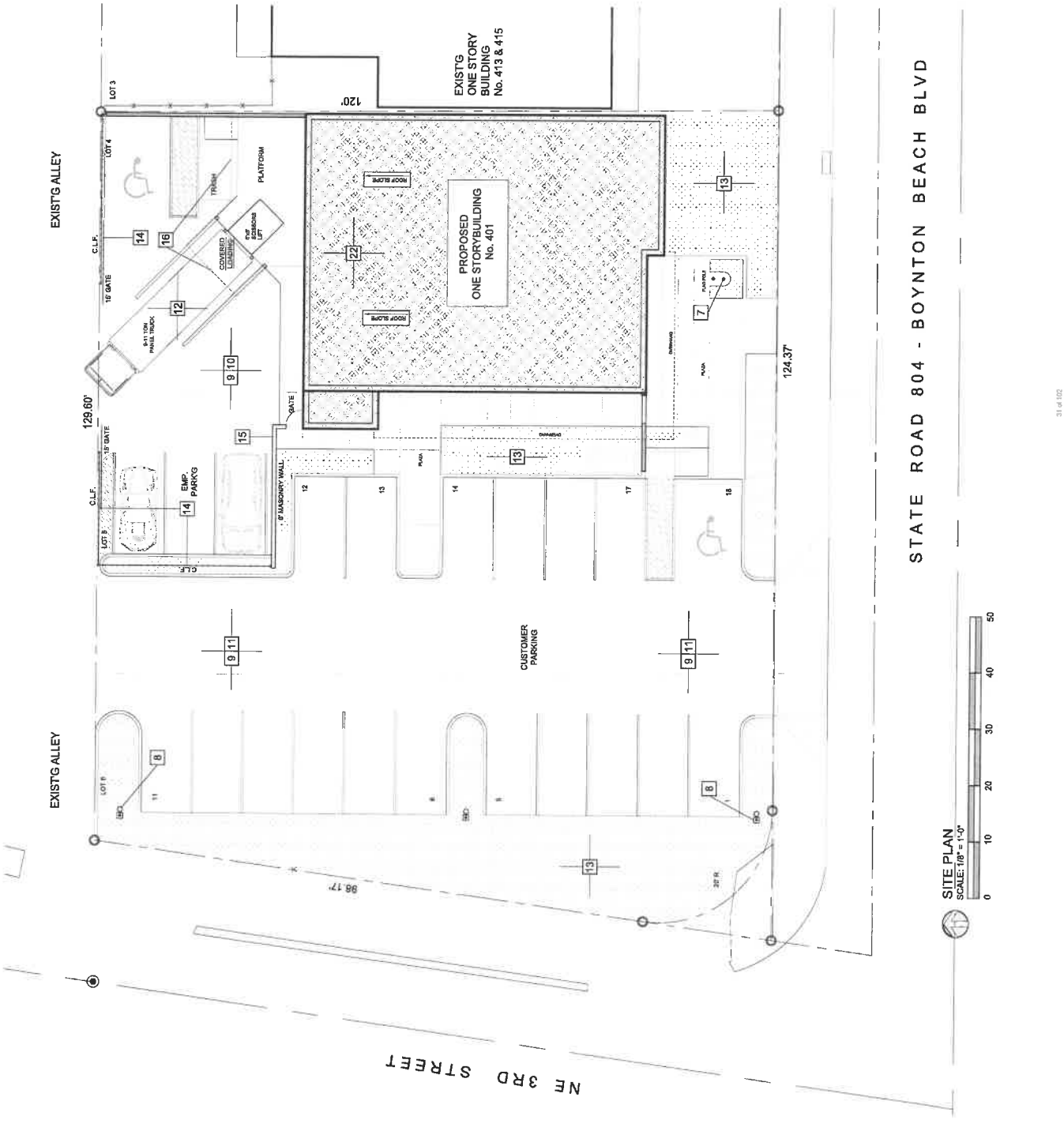
PLATFORM REQUIREMENTS	EXISTG	REQUIRED	PROPOSED
20'		1	1
47'		0	0

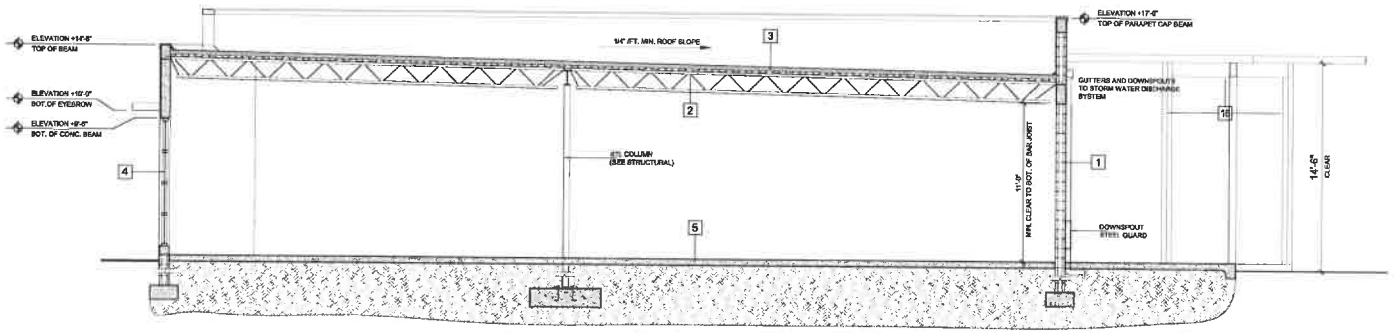
* BY MEANS OF A SCISSORS LIFT

BUILDING NOTES

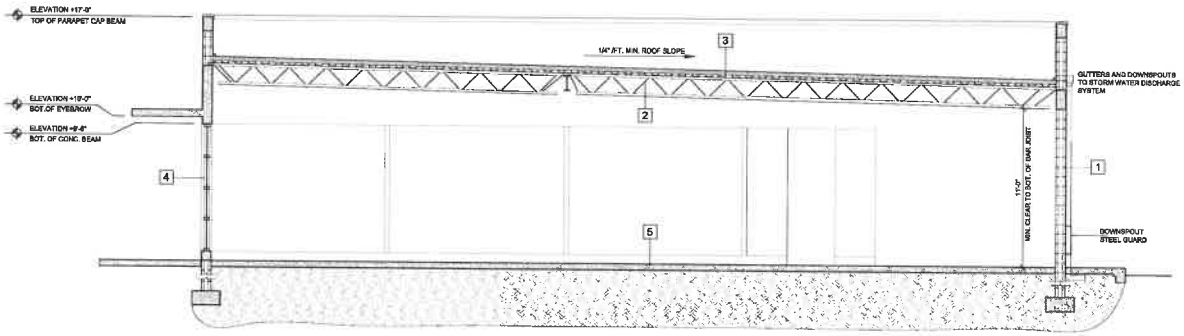
LANDLORD IS RESPONSIBLE FOR ALL SITE WORK AND SAME BUILDING SHELL INCLUDING ALL THE FOLLOWING ITEMS:

1. REINFORCED MASONRY CONSTRUCTION.
2. METAL DECK OVER IRTEEL BAR JOISTS ROOF STRUCTURE.
3. BUILT-UP FLAT ROOF OR TPO SINGLE PLY MEMBRANE ROOFING SYSTEM AS APPROVED
4. IMPACT RATED STOREFRONT SYSTEM W/ ALUMINUM AND TINTED GLASS
5. EXPOSED - SEALED 5" THK. CONCRETE FLOOR SLAB
6. SMOOTH STUCCO EXTERIOR WALL FINISH
7. 25 FOOT FLAGPOLE W/ UPLIGHT FIXTURE
8. SITE LIGHTING TO MEET LOCAL CODES
9. ASPHALT PAVING & REQUIRED STORM DRAINAGE
10. MAXIMUM EMPLOYEE PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
11. MAXIMUM CUSTOMER PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
12. ADEQUATE PROVISIONS FOR A 9-11 TON TRUCK.
13. LANDSCAPE AREAS & IRRIGATION TO SATISFY LOCAL CODES.
14. 6' HIGH VINYL COATED CHAIN LINK FENCING W/ 16' WIDE GATE.
15. 6' HIGH MASONRY WALL.
16. CANOPY OVER PLATFORM AREA.
17. HVAC RTU'S INVISETO SATISFY BUILDING LOAD REQUIREMENTS - 20 TONS MAXIMUM
18. MINIMUM POWER OF 200 AMPS 208/120 V 3 PHASE OR 240/120 V 3 PHASE INTO BUILDING TO SATISFY POSTAL OPERATIONS
19. PROVISIONS FOR GAS AT BROUGHT INTO BUILDING
20. PROVISION SANITARY WASTE & POTABLE WATER AT BUILDING PER CIVIL ENGINEERS PLANS
21. DMT, B-LAB AT SANITARY STUB UP AREA TO ALLOW FUTURE SANITARY DISTRIBUTION.
22. PROVIDE ROOF ACCESS AS REQUIRED BY CODE.





CROSS SECTION "A-A"
SCALE: 1/4" = 1'-0"

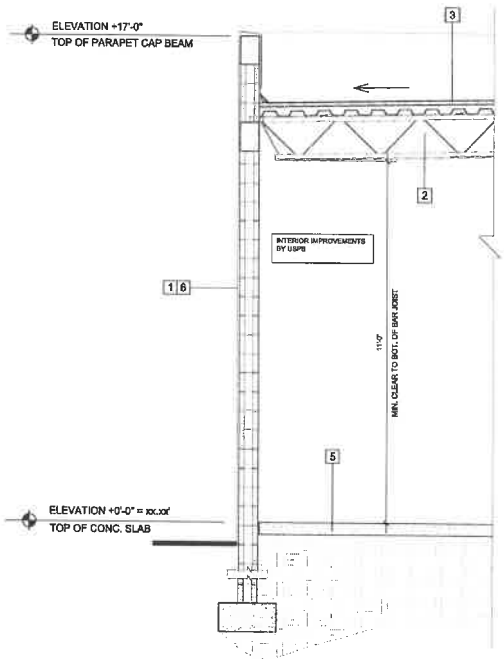


CROSS SECTION "B-B"
SCALE: 1/4" = 1'-0"

BUILDING NOTES

LANDLORD IS RESPONSIBLE FOR ALL SITE WORK AND BASE BUILDING SHELL INCLUDING ALL THE FOLLOWING ITEMS:

1. REINFORCED MASONRY CONSTRUCTION.
2. METAL DECK OVER STEEL BAR JOISTS ROOF STRUCTURE.
3. BUILT UP FLAT ROOF OR TPO SINGLE PLY W/ GUTTERS AND DOWNSPOUTS AS NEEDED
4. IMPACT RATED STOREFRONT SYSTEM W/ ALUMINUM AND TINTED GLASS
5. EXPOSED - SEALED 6" THK. CONCRETE FLOOR SLAB
6. SMOOTH STUCCO EXTERIOR WALL FINISH W/ 1" REVEAL JOINTS
7. 25 FOOT FLAGPOLE W/ UP-LIGHT FIXTURE
8. SITE LIGHTING TO MEET LOCAL CODES
9. ASPHALT PAVING & REQUIRED STORM DRAINAGE
10. MAXIMIZE EMPLOYEE PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
11. MAXIMIZE CUSTOMER PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
12. ADEQUATE PROVISIONS FOR A 5-11 TON TRUCK
13. LANDSCAPE AREAS & IRRIGATION TO SATISFY LOCAL CODES.
14. 6' HIGH VINYL COATED CHAIN LINK FENCING W/ 2-18' SLIDING GATES
15. 8' HIGH MASONRY WALL
16. CANOPY OVER PLATFORM AREA
17. HVAC RTU SYSTEM TO SATISFY BUILDING LOAD REQUIREMENTS - (2) UNITS MINIMUM
18. MINIMUM POWER OF 200 AMPS @ 3 PHASE OR 250AMPS @ 1 PHASE INTO BUILDING TO SATISFY POSTAL OPERATIONS
19. PROVISIONS FOR DATA & IT BROUGHT INTO BUILDING.
20. PROVISIONS SANITARY WASTE & POTABLE WATER SUPPLY BROUGHT INTO BUILDING
21. OMIT SLAB AT SANITARY STUB UP AREA TO ALLOW FUTURE SANITARY DISTRIBUTION.
22. PROVIDE ROOF ACCESS AS REQUIRED BY CODE.



TYP. WALL SECTION
SCALE: 1/2" = 1'-0"

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / P.A. REG. 10013
2572 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
954-695-2295
eMail: blancoarch@gmail.net

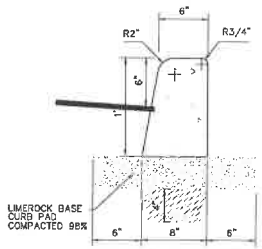
PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-3998

DATE: 09/09/22
PROJ NO: 22-19
DWG BY: JCB
REV:
03/09/22

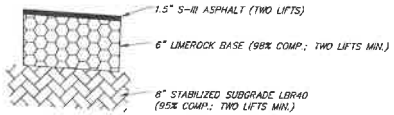
A-4
OF X

LEGEND

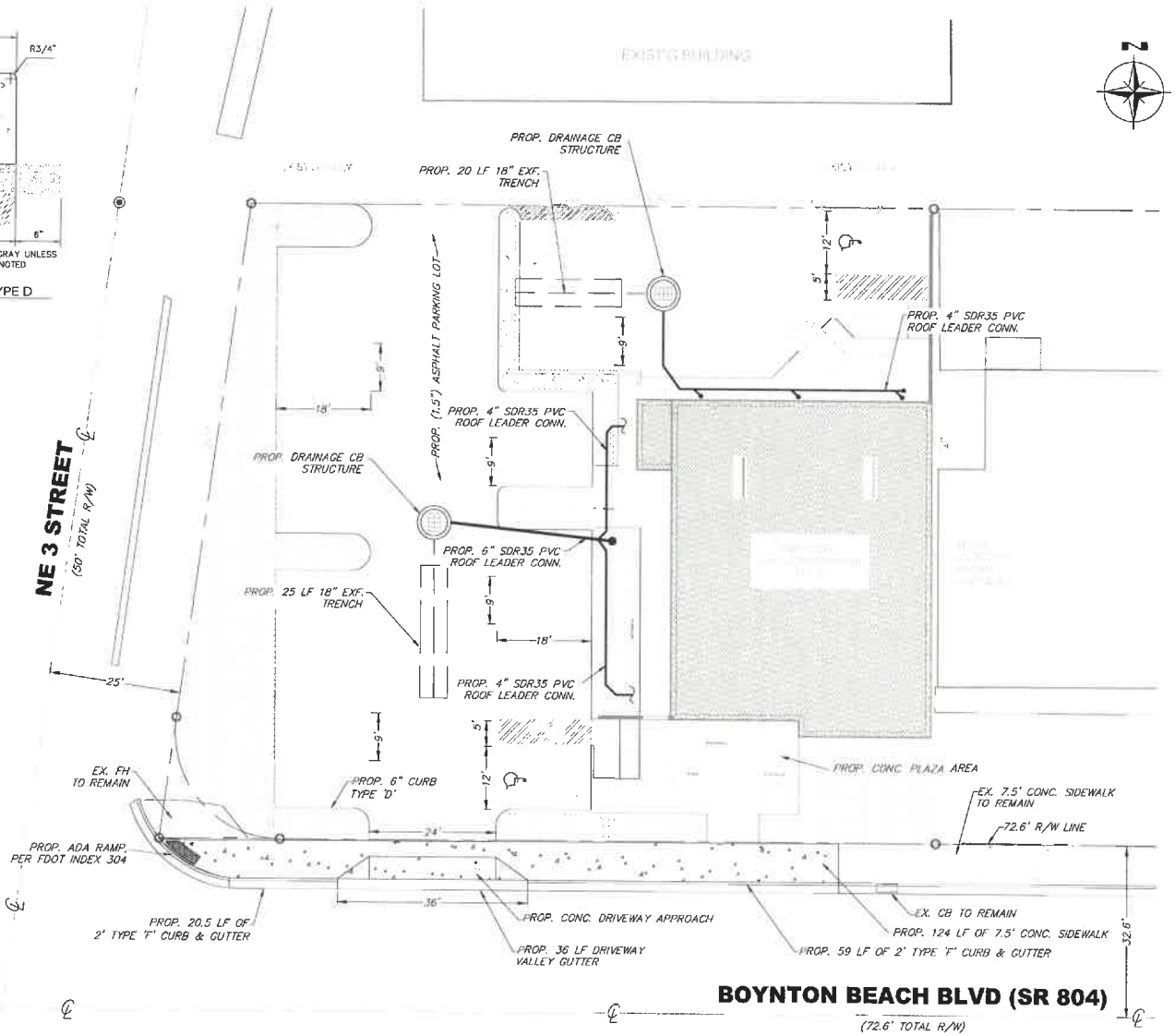
- CENTER LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING GRADE ELEVATION (NAVD '88)
- PROP. GRADE ELEVATION (NAVD '88)
- PROP. STORM DRAINAGE STRUCTURE



TYPICAL CURB TYPE D
N.T.S.



TYPICAL NEW PAVING CROSS-SECTION
N.T.S.



Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you digi

NOTES

1. CONCRETE SHALL HAVE MINIMUM STRENGTH 3,000 PSI.
2. RAINFALL RUNOFF SHALL BE RETAINED ON-SITE.
3. ELEVATIONS HEREIN ARE REFERENCED TO N.A.V.D., 1988.

PAVING, GRADING, & DRAINAGE - PLAN VIEW
SCALE: 1" = 10'-0"

EA3 CIVIL ENGINEERING
EA3 CIVIL ENGINEERING, INC.
1112 N 46 AVENUE
HOLLYWOOD, FLORIDA 33021
OFFICE: 754.777.7993
WWW.EA3CIVIL.COM
CA NO. 32522
PE NO. 82291
ERIC ARENCIBIA, P.E.

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE P.A. AR# 19911
2973 SW 146 COURT
DAVIE (BROWARD), FLORIDA 33442
(561) 305-1813

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-6666

C-2

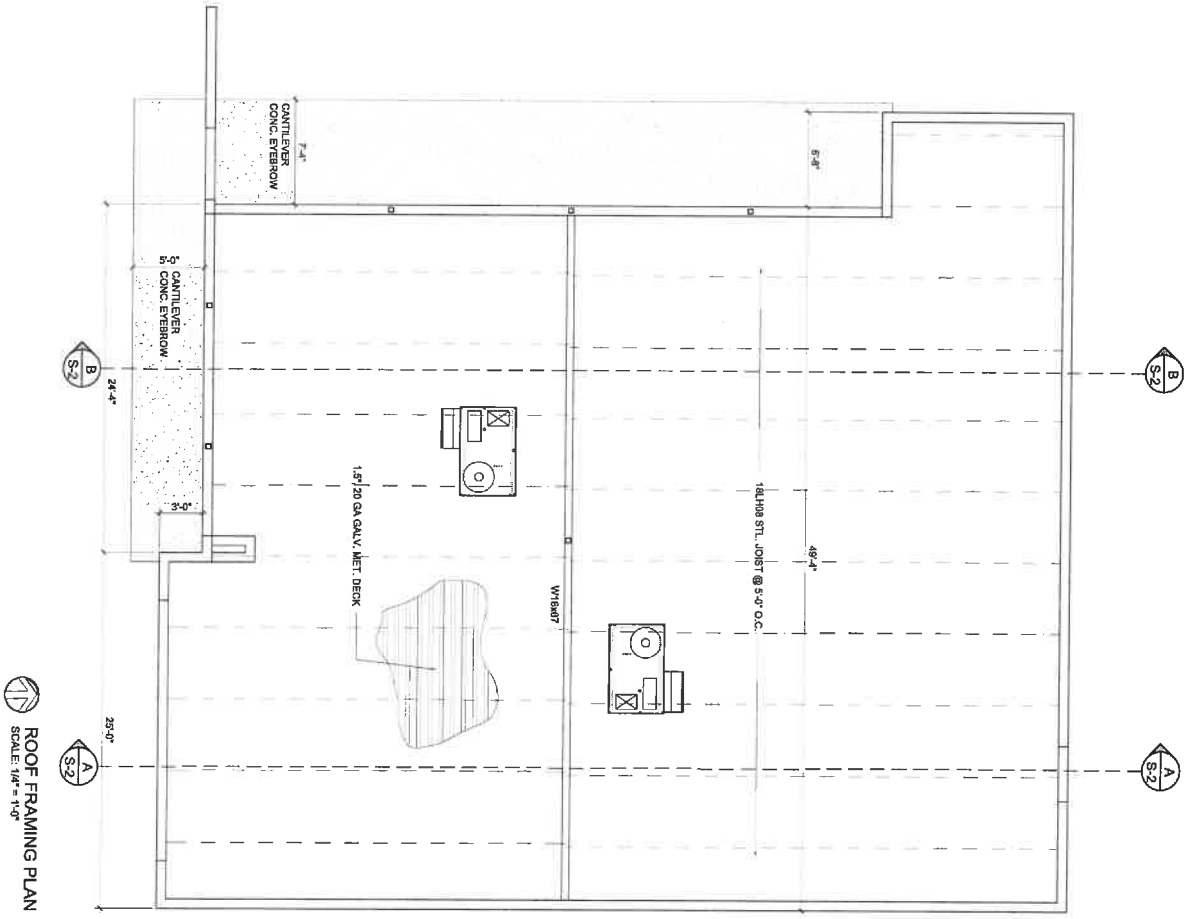
924

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / P.A. REG. 15814
2573 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(305) 205-1813
email: joseblanco-architect@att.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL
33435-9998

S-1 OF X

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



ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

S-2 OF X			PROPOSED BOYNTON BEACH FINANCE 401-411 BOYNTON BEACH BLVD, BOYNTON BEACH, FL. 33435-9998	JOSE E. BLANCO - ARCHITECT ARCHITECTURE / PLANNING / FLA. REG. 9013 2873 SW 14th COURT DEERFIELD BEACH, FLORIDA 33442 (305) 395-9813 eMail: blancoarchitects@att.net

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / FLA. REG. 18013
2572 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(305) 226-1813
eblanco.associates@bellsouth.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-9998

DATE: 03/16
PROJ MGR: JEB
DRWG BY: JEB
REV: -
ISSUE:

S-3 OF X

SECTION "A"
SCALE: 1/4" = 1'-0"

SECTION "B"
SCALE: 1/4" = 1'-0"

30 of 102

A P P R A I S A L R E P O R T

COMMERCIAL PROPERTY
401, 407 & 411 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

by

Vance Real Estate Service
7481 Northwest Fourth Street
Plantation, Florida 33317-2204

for

Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

June 23, 2020

June 23, 2020

Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

RE: Commercial property, 401, 407 & 411 East Boynton Beach Boulevard, Boynton Beach, FL 33435 (*Legal description is in the report.)*

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of June 23, 2020. The report sets forth our value conclusion, along with data and reasoning supporting our opinion.

This report was prepared for and our professional fee billed to Boynton Beach Community Redevelopment Agency. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). This report is for exclusive use of the client for possible acquisition of the appraised property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinion of the market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

NINE HUNDRED SEVENTEEN THOUSAND DOLLARS
$917,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SIXTY-EIGHT (68) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI
State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116

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INTRODUCTION



South (front) Elevation of 401 E B.Bch Blvd



Parking in Front of 401 E. B.Bch Blvd



401 South Building Elevation



East View of Parking on South Side of 401



Looking East on Boynton Beach Boulevard



Looking West on Boynton Beach Boulevard



Concrete Wall on S. Side of 407 B.Bch. Blvd



S. Elevation of 411 E. Boynton Beach, Blvd

PHOTOS OF THE VALUED REAL ESTATE

401, 407 & 411 E. Boynton Beach, Boulevard, Boynton Beach, Florida



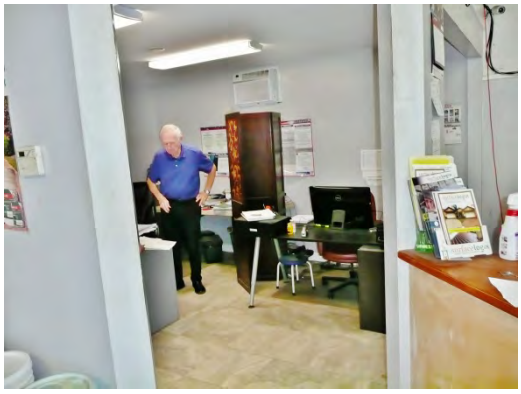
Parking in Front of 411 E. B.Beach Boulevard



411 E. B. Bch Boulevard Store Fronts



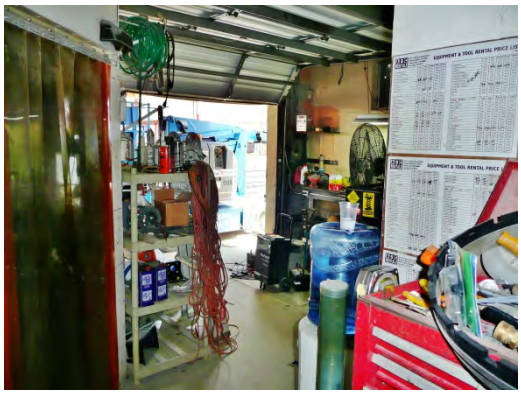
Interior of 401 E. B.Bch Boulevard



Interior of 401 E. B.Bch Boulevard



Rear overhang of 401 E. B.Bch Blvd.



Rear Overhead Door for 401 E. B.Bch Blv



407 Vacant Lot



Rear of 401 Building

ADDITIONAL PHOTOS OF THE VALUED REAL ESTATE

401, 407 & 411 E. Boynton Beach Boulevard

Boynton Beach, Florida



Back of 401



401 Looking East



NE 3 Street Looking South



NE 3 Street Looking North



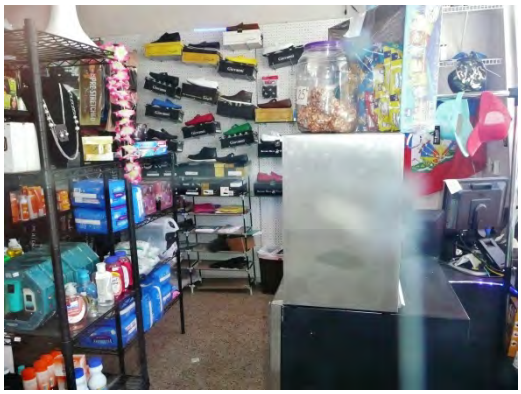
W Side of 401 on NE 3 Street



Looking E. on B.Bch Boulevard



411 Interior



411 Sub-Tenant

Additional Photos of Appraised Real Estate



Game Room in 411



Bathroom in 411



411 Rear Exit



East Side of 411



East Side of 411

ADDITIONAL PHOTOS OF THE SUBJECT PROPERTY



AERIAL VIEW OF THE APPRAISED PROPERTY
401, 407 & 411 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FL 33435

The legal description is: Lots 4, 5 and 6, ARDEN PARK, according to the Plat thereof, as recorded in Plat Book 2, Pages 96; LESS AND EXCEPT that portion conveyed to the State of Florida for road right of way in Official Record Book 1328, Page 369, all of the Public Records of Palm Beach County, Florida

FOR THE BENEFIT OF:
Powers Lifts, LLC, a Florida limited liability company
Old Republic National Title Insurance Company
BankUnited, N.A.
Lighthouse Title Services, Inc.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT GROUND ENCROACHMENTS, UNLESS OTHERWISE SHOWN AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE 1-27-97
Update 9/11/13

Joseph M Tucker

REGISTERED SURVEYOR NO. 3285

PROPERTY SHOWN HEREON HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR RIGHTS-OF-WAY, AND/OR EASEMENTS OF RECORD; ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V. DATUM UNLESS OTHERWISE NOTED; ALL PROPERTY CORNERS ARE IRON ROD WITH CAPS, UNLESS OTHERWISE NOTED; FOUNDATION OF EXISTING BUILDINGS LYING BELOW SURFACE NOT LOCATED, BEARINGS AND/OR ANGLES SHOWN HEREON ARE BASED ON RECORD PLAT OR DEED CALLS UNLESS OTHERWISE NOTED. MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING OR SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LB 2102 Joe Tucker

LAND SURVEYORS

RICHARD L. SHEPHARD and Associates

Phone:
Boca (561) 391-4388
Boynton (561) 737-6546
FAX (561) 734-7546

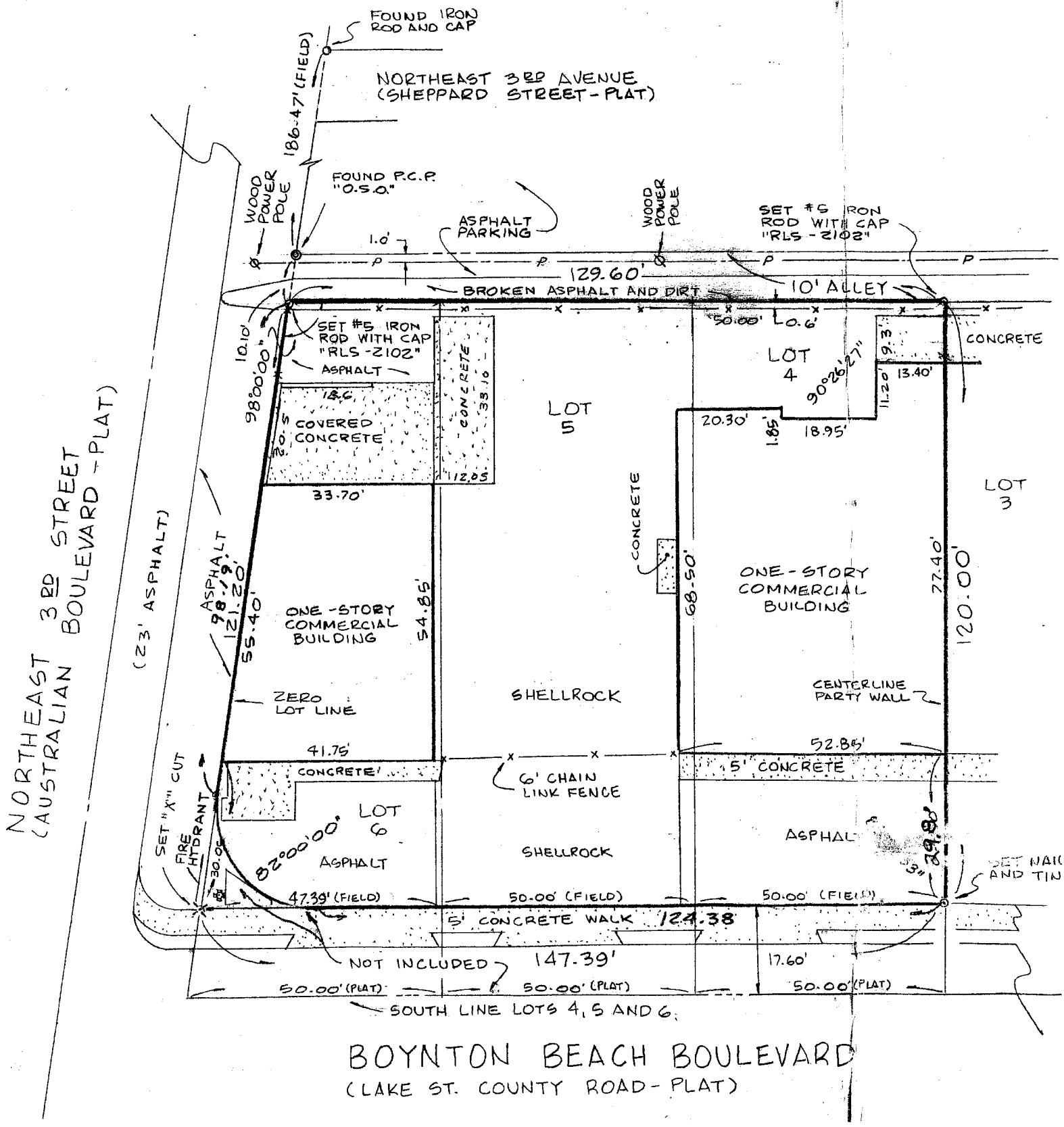
JOSEPH M. TUCKER, P.L.S.
219 S.E. 23rd Ave. - P.O. Box 759
Boynton Beach, FL 33435

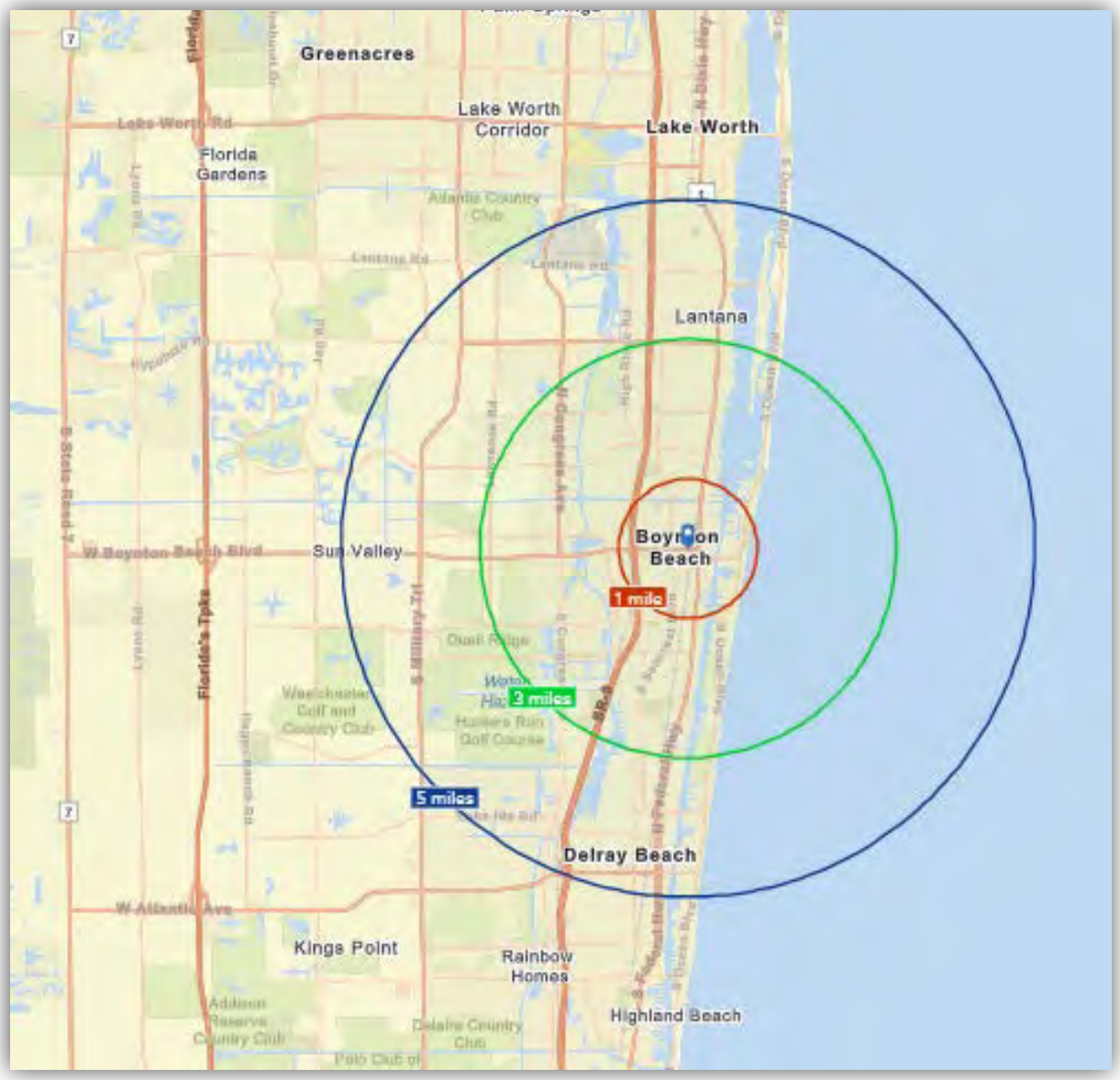
SURVEY OF PROPERTY DESCRIBED HEREON

SCALE	DRAWN BY
1"=20'	Shane
	REVISED

RICHARD L. SHEPHARD & ASSOC. INC.
REGISTERED LAND SURVEYORS

DATE	APPROVED BY	DRAWING NUMBER
1-31-97	FB 495 PG 35 (495/53)	M-97-1-110


FOUND IRON ROD AND CAP
NORTHEAST 3RD AVENUE (SHEPPARD STREET - PLAT)
186.47' (FIELD)
WOOD POWER POLE
FOUND P.C.P. "O.S.O."
ASPHALT PARKING
WOOD POWER POLE
SET #5 IRON ROD WITH CAP "RLS - 2102"
1.0'
129.60'
10' ALLEY
BROKEN ASPHALT AND DIRT
50.00' LO.6'
SET #5 IRON ROD WITH CAP "RLS - 2102"
10.10'
98°00'00"
ASPHALT
CONCRETE
33.10
LOT 5
LOT 4
90°26'27"
9.3'
13.40'
11.20'
CONCRETE
20.30'
1.85'
18.95'
COVERED CONCRETE
12.05
33.70'
LOT 3
CONCRETE
ASPHALT
98.19'
121.20'
55.40'
ONE-STORY COMMERCIAL BUILDING
54.85'
68.50'
ONE-STORY COMMERCIAL BUILDING
77.40'
120.00'
NORTHEAST 3RD STREET (AUSTRALIAN BOULEVARD - PLAT)
(23' ASPHALT)
ZERO LOT LINE
SHELLROCK
CENTERLINE PARTY WALL
41.75'
52.85'
CONCRETE
6' CHAIN LINK FENCE
5' CONCRETE
SET "X" CUT
FIRE HYDRANT
30.05'
LOT 6
82°00'00"
ASPHALT
SHELLROCK
ASPHALT
29.98'
3"
SET NAIL AND TIN
47.39' (FIELD)
50.00' (FIELD)
50.00' (FIELD)
5' CONCRETE WALK
124.38
NOT INCLUDED
147.39'
17.60'
50.00' (PLAT)
50.00' (PLAT)
50.00' (PLAT)
SOUTH LINE LOTS 4, 5 AND 6
BOYNTON BEACH BOULEVARD
(LAKE ST. COUNTY ROAD - PLAT)



1-3-5 MILE RADII FROM THE VALULED REAL ESTATE
401 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

Demographics

401 E Boynton Beach Blvd, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE
Latitude: 26.52919
Longitude: -80.06055

	1 mile	3 miles	5 miles
Population			
2000 Population	13,007	66,504	155,690
2010 Population	13,194	74,687	172,929
2019 Population	15,377	83,226	190,580
2024 Population	16,619	88,506	201,683
2000-2010 Annual Rate	0.14%	1.17%	1.06%
2010-2019 Annual Rate	1.67%	1.18%	1.06%
2019-2024 Annual Rate	1.57%	1.24%	1.14%
2019 Male Population	49.2%	47.8%	47.7%
2019 Female Population	50.8%	52.2%	52.3%
2019 Median Age	41.4	44.5	47.2

In the identified area, the current year population is 190,580. In 2010, the Census count in the area was 172,929. The rate of change since 2010 was 1.06% annually. The five-year projection for the population in the area is 201,683 representing a change of 1.14% annually from 2019 to 2024. Currently, the population is 47.7% male and 52.3% female.

Median Age

The median age in this area is 41.4, compared to U.S. median age of 38.5.

Race and Ethnicity			
2019 White Alone	44.7%	59.4%	64.4%
2019 Black Alone	48.2%	32.1%	26.6%
2019 American Indian/Alaska Native Alone	0.3%	0.3%	0.3%
2019 Asian Alone	1.1%	1.9%	2.2%
2019 Pacific Islander Alone	0.0%	0.0%	0.0%
2019 Other Race	3.2%	3.6%	3.9%
2019 Two or More Races	2.5%	2.7%	2.6%
2019 Hispanic Origin (Any Race)	14.2%	17.5%	18.0%

Persons of Hispanic origin represent 18.0% of the population in the identified area compared to 18.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 65.8 in the identified area, compared to 64.8 for the U.S. as a whole.

Households			
2019 Wealth Index	77	90	108
2000 Households	4,931	29,078	68,242
2010 Households	5,059	32,207	74,697
2019 Total Households	6,016	35,852	81,903
2024 Total Households	6,544	38,124	86,618
2000-2010 Annual Rate	0.26%	1.03%	0.91%
2010-2019 Annual Rate	1.89%	1.17%	1.00%
2019-2024 Annual Rate	1.70%	1.24%	1.13%
2019 Average Household Size	2.55	2.29	2.30

The household count in this area has changed from 74,697 in 2010 to 81,903 in the current year, a change of 1.00% annually. The five-year projection of households is 86,618, a change of 1.13% annually from the current year total. Average household size is currently 2.30, compared to 2.29 in the year 2010. The number of families in the current year is 46,966 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.

©2020 Esri

	1 mile	3 miles	5 miles
Mortgage Income			
2019 Percent of Income for Mortgage	25.2%	20.7%	22.1%
Median Household Income			
2019 Median Household Income	$47,327	$53,000	$55,724
2024 Median Household Income	$55,601	$60,119	$64,006
2019-2024 Annual Rate	3.27%	2.55%	2.81%
Average Household Income			
2019 Average Household Income	$70,847	$75,566	$80,578
2024 Average Household Income	$83,642	$87,903	$93,643
2019-2024 Annual Rate	3.38%	3.07%	3.05%
Per Capita Income			
2019 Per Capita Income	$28,532	$32,771	$34,713
2024 Per Capita Income	$33,812	$38,090	$40,300
2019-2024 Annual Rate	3.45%	3.05%	3.03%
Households by Income			

Current median household income is $55,724 in the area, compared to $60,548 for all U.S. households. Median household income is projected to be $64,006 in five years, compared to $69,180 for all U.S. households

Current average household income is $80,578 in this area, compared to $87,398 for all U.S. households. Average household income is projected to be $93,643 in five years, compared to $99,638 for all U.S. households

Current per capita income is $34,713 in the area, compared to the U.S. per capita income of $33,028. The per capita income is projected to be $40,300 in five years, compared to $36,530 for all U.S. households

Housing			
2019 Housing Affordability Index	93	111	104
2000 Total Housing Units	5,999	35,080	81,391
2000 Owner Occupied Housing Units	3,249	20,907	51,684
2000 Renter Occupied Housing Units	1,682	8,171	16,558
2000 Vacant Housing Units	1,068	6,002	13,149
2010 Total Housing Units	6,819	41,275	92,957
2010 Owner Occupied Housing Units	3,035	20,590	52,405
2010 Renter Occupied Housing Units	2,024	11,617	22,292
2010 Vacant Housing Units	1,760	9,068	18,260
2019 Total Housing Units	7,921	44,775	99,482
2019 Owner Occupied Housing Units	3,330	21,098	53,679
2019 Renter Occupied Housing Units	2,686	14,754	28,224
2019 Vacant Housing Units	1,905	8,923	17,579
2024 Total Housing Units	8,582	47,311	104,449
2024 Owner Occupied Housing Units	3,665	22,625	57,139
2024 Renter Occupied Housing Units	2,879	15,499	29,479
2024 Vacant Housing Units	2,038	9,187	17,831

Currently, 54.0% of the 99,482 housing units in the area are owner occupied; 28.4%, renter occupied; and 17.7% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.4% are renter occupied; and 11.2% are vacant. In 2010, there were 92,957 housing units in the area - 56.4% owner occupied, 24.0% renter occupied, and 19.6% vacant. The annual rate of change in housing units since 2010 is 3.06%. Median home value in the area is $252,009, compared to a median home value of $234,154 for the U.S. In five years, median value is projected to change by 1.66% annually to $273,665.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED: Commercial property
401, 407 & 411 East Boynton Beach Boulevard
Boynton Beach, FL 33435

NOTE: 401, 407 & 411 East Boynton Beach Boulevard, Boynton Beach, FL are three contiguous lots and owned by the same entity. Parking and access are shared. Highest and Best Use for the three lots is for one unified commercial or mixed use. The three lots together constitute the larger parcel of this appraisal. Hence, the subject of this appraisal will be referred to as one property. Therefore, the opinion of value is developed for the larger parcel.

OWNERSHIP: Power Lifts LLC
401 East Boynton Beach Boulevard
Boynton Beach, FL 33435

LAND & BUILDING AREAS:

	Land Size SF	Building Size SF
401	4,752	2,062
407	5,593	-0-
411	6,347	3,334
	16,692	5,396

BUILDING IMPROVEMENTS: The improvement of 401 is a single occupant flex building constructed in 1960. 407 is fenced open-storage with no structure on it. 411 is improved with a flex building that has been partitioned into smaller spaces. It was built in 1958.

ZONING: "C-3", Community Commercial in the city of Boynton Beach

LAND USE: "LRC", Local Retail Commercial

APPRAISAL PURPOSE: To develop an opinion of market value

INTEREST APPRAISED: Fee simple

CURRENT USE: Flex space (office & storage) and retail

HIGHEST AND BEST USE: As vacant: For a stand-alone, small retail or office building or for assemblage with adjacent land for a larger mixed use project of office, retail and residential uses
As improved: Interim use of the improvements as flex space and stores in as-is condition until the land is redeveloped as described

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS
(Continued)

VALUE BY THE SALES COMPARISON APPROACH:

16,692 square feet of land x $54.93 per square foot of land including building =

NINE HUNDRED SEVENTEEN THOUSAND DOLLARS
$917,000

VALUATION DATE: **June 23, 2020**

Exposure Time: 12 months prior to selling at the appraised value

Marketing Time: 12 months immediately following the effective date of appraisal during which time the subject property could sell at the appraised value

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

This is an APPRAISAL REPORT that complies with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP 2020 - 2021)

2-2(a)(i) State the identity of the client;

The client and intended user of this report is the Boynton Beach Community Redevelopment Agency.

2-2(a)(ii) State the identity of any other intended users by name or type;
None

2-2(a)(iii) State the intended use of the appraisal;

The intended use of the appraisal is for possible acquisition of the appraised property.

2-2(a)(iv) Contain information, documentation, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment;

Ownership:	Power Lifts LLC 401 East Boynton Beach Boulevard Boynton Beach, FL 33435
Property Address:	401, 407 & 411 East Boynton Beach Boulevard Boynton Beach, FL 33435
Legal Description:	Lots 4, 5 & 6, less an east part conveyed for right-of-way, ARDEN PARK, Plat Book 2, page 96, Palm Beach County, FL
Census Tract No.	61

APPRAISAL REPORT (continued)

Real Estate Tax:

Parcel Control Numbers: 08 43 45 21 18 000 0060
08 43 45 21 18 000 0051
08 43 45 21 18 000 0040

Land Value:	$317,558
Improvement Value:	208,110
Total Value:	$525,668
Assessed Value:	$525,668
Ad Valorem Tax:	$ 13,884

Properties are assessed in arrears by the county property appraiser. The tax bill is issued in November and a 4% discount is given to a tax payer if the amount is paid in November. The discount diminishes until March, when the tax is due and payable.

In Florida, the taxable value for non-homesteaded properties can be increased to a maximum of 10% per year, from tax year 2009 going forward, based on a constitutional amendment voted on by the electorate of the state. There are some exceptions which relate to school taxing districts. However, the millage of the city can increase; thus, real estate taxes can continue to increase from year to year.

Flood Zone:

Zone "X", according to Map Number 12099C0793F. Zone "X" is not in a Special Flood Hazard Area.

Market Area Description:

Boundaries and Market Composition & Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 72,000 residents; land area of the municipality is about 16 square miles situated between Delray Beach on the south and Lake Worth on the north. The town was named for an early developer, Nathan Boynton, a former major in the Union Army in the Civil War. The city was founded in 1898 and incorporated in 1920.

Most of the original buildings were destroyed in the hurricane of 1926, though a few remain. Those few which were constructed in the early 1920s that are still in use have had repairs and replacements over the decades changing their historical significance. Time and economic trends take a toll on properties; thus, in 1984 a redevelopment plan was adopted for the Community Redevelopment Area (CRA) in the city. It covers 1,650 acres in the central part of the municipality west of the Intracoastal Waterway.

Agriculture and farming had been important activities in past centuries in Boynton Beach. Commerce came to the area when Henry Flagler extended the Florida East Coast Railway from West Palm Beach to Miami in 1896. The railroad was the main mode of transportation to bring visitors and manufactured products to the town as well as transporting produce grown in the vicinity out of the area to other cities in the southeastern United States. Freight trains still run through the subject market area on the FEC tracts.

Higher speed, passenger Brightline train runs along the FEC tract, but does not stop in Boynton Beach. There are three depots with one in downtown Miami, one in downtown Fort Lauderdale and the third in downtown West Palm Beach. Boca Raton, Palm Beach County, and Aventura and the Port of Miami, Miami-Dade County will be the next depots. In the future, there may be commuter rail service along the FEC tracks with a station in downtown Boynton Beach; however, no plans have been announced.

The immediate subject market area is comprised of the Boynton Beach Boulevard CRA district encompassing the Boynton Beach Boulevard corridor, the Downtown CRA District with the following general boundaries of Florida East Coast (FEC) Railroad on the west, Federal Highway and the Intracoastal Waterway on the east, Northeast 7st Avenue to the north and Southeast 12 Avenue on the south. Federal Highway CRA North and South Districts flank the Downtown District, with one district blending into the next. The immediate subject market area is along Boynton Beach Boulevard (east/ west) and Federal Highway (north/south). These are the most heavily traveled arteries in the city.

Federal Highway is the main north-south artery through the Downtown District. It is also known as US Highway 1 and is the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States. Heavily trafficked Federal Highway is a catalyst to redevelopment of the market area, with over 2,300 residential dwelling units in five projects either built or planned.

Highway beautification projects enhanced the aesthetics of the market area. Individual properties on the east and west side of the highway have shallow depths, inhibiting redevelopment of the sites with larger commercial projects. Assemblages of adjacent properties and rezoning to mixed use will continue to facilitate revitalization of the subject market area.

Primary east-west artery is Boynton Beach Boulevard, with Ocean Avenue to the south as a secondary thoroughfare. Boynton Beach Boulevard is the principal east-west artery in city, having interchanges with Interstate 95 and Florida's Turnpike. Boynton Beach Boulevard commences in the east at US Highway 1, just to the east of the FEC Railroad. The boulevard continues west through Palm Beach County to its terminus at State Road 7/ U S Highway 441.

Ocean Avenue, in the Cultural District of the CRA, is an upgraded streetscape of wide sidewalks covered with pavers, lighting, kinetic sculptures, and bollards. Ocean Avenue continues east of the Cultural District with a drawbridge over the Intracoastal Waterway, reaching Ocean Boulevard and the Atlantic Ocean. Ocean Avenue extends west through Boynton Beach, with an interruption at Interstate 95. The subject market area is easily accessible by main roads and Interstate 95.

To the northwest of the Downtown District and the Federal Highway North District is the Heart of Boynton District where the CRA has concentrated funds and effort into revitalizing the area with new housing options and upgraded streetscapes. The CRA has purchased numerous smaller properties to assemble larger sites for redevelopment of mixed use projects.

Population Trends

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2019 in the one-mile radius is $47,327, for three miles it is $53,000, and $55,724 for the five mile circle. Median household income for Palm Beach County is $54,400. In the one-mile circle, population is 15,377. In three miles, population increases to 83,226; at five miles, it is 190,580. However, about 40% of the three and five mile circles are over the Atlantic Ocean and waterways. Annual growth rate is anticipated to be 1.14% to 1.57% in the three circles, during the next five years as the economy and job market recovers in South Florida and new multi-family residential complexes are constructed. 54% of the housing units are owner occupied, with 29% rented. This percentage of renters is high for Palm Beach County because there are numerous multi-family dwellings in this vicinity. Vacancy is reported to be 17%; however, this amount is elevated due to the undercount of the other two categories as some residents are seasonal and not counted. Median home value in the five-mile area is $252,009 including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of $234,154 in the United States.

Economic Trends

In South Florida, as in the rest of the United States, real estate prices climbed from 2003-2006. In 2007-2008, concerns were expressed about an unsustainable upward price trend in the market. Then, the economic collapse came in fall of 2008 along with the crash in real estate prices. In 2009, there were very few sales of any type of real estate. By 2010, it appeared that the worst was over. Cash buyers started making purchases. From 2013 to present, sales activity and prices recuperated. The upswing in prices is due in part to scarcity of developable land, especially in the eastern part of the county. Properties in primary locations are back to pre-crash prices; other properties are approaching that level.

The life cycle stage of the market area is revitalization, a period of renewal, modernization and increasing demand. Revitalization in the CRA is taking place along US Highway 1, in the part of the corridor near Ocean Avenue and Boynton Beach Boulevard with projects such as 500 Ocean, consisting of 341 residential units, 20,000 square feet of retail space and 6,000 square feet of office. Ocean One at 114 N Federal Highway is planned for 358 apartments, 12,075 square feet of retail, 120 hotel room and 439 parking spaces. The Villages at East Ocean Avenue were approved for 371 dwelling units, 15,757 square feet of commercial space, plaza, 644-space parking garage, et cetera.

At 623 S Federal Highway, The Club of Boynton Beach is a six-story, 87 unit assisted living facility and memory care facility. Earlier in the 2000s, the property was to be developed with a condominium; however, the recession halted those plans. At 2923 S Federal Highway, Daniel Heart Center is replacing an old strip store center by renovating the buildings.

In addition to completed and approved projects, a large redevelopment site is under contract to be purchase located on the east side of Federal Highway at SE 1 Avenue, Boynton Beach. The 2.85 acres of land is an assemblage of 10 properties with numerous owners. Issues would have to be addressed such as demolition of existing buildings, unity of title, right-of-way abandonment, density of dwelling units, et cetera. The confidential contract price could change due to contingencies based on these and other issues. However, this assemblage is an example of the revitalization of the subject market area.

Town Square, a major redevelopment project to the west of Federal Highway is under construction in three sections extending from the south side of Boynton Beach Boulevard south to SE 2 Avenue, encompassing 16.5 acres of land. The north section covers the area of the old city hall and police station which were demolished and removed.

The project consists of the following:

- North parcel – 225 residential units, 120 hotel rooms, 65,000 square feet of office/ retail space and 927 space parking garage
- Middle parcel – 200 residential units, 18,887 square feet of retail space
- South parcel – 280 residential units, 820 space parking garage, 4,000 public space

Included in the project are spaces for a new city hall, police station, fire station and park. Renovation of the historic high school is part of the project.

In the Heart of Boynton CRA district, Ocean Breeze East is under construction at 700 North Seacrest Boulevard. The development is an affordable apartment project containing 123 units, retail space, clubhouse and swimming pool. The project came about by the Boynton Beach Community Redevelopment Agency selling the land and the Florida Housing Finance Corporation and TD Bank providing the financing.

Also in the Heart of Boynton CRA district will be apartments and retail buildings on Martin Luther King, Jr. Boulevard east of Seacrest Boulevard. Land will be forthcoming from the Boynton Beach CRA and financing from the State of Florida will be similar for the developer of this project.

Conclusion

The town's redevelopment goal is to transform Boynton Beach from a retirement community to a vibrant city where residents can enjoy living and working in an attractive setting. Boynton Beach Community Redevelopment Agency is instrumental in the renaissance of the city. The CRA envisions the Boynton Beach Boulevard and Downtown Districts to have a future land use of mixed uses with various densities.

The transformation of the area is in progress. Development of real estate takes time and the right market conditions which have been positive. Upward price trend for property in the subject market area will resume when the economy stabilizes and there are visible signs that projects are moving forward.

Current Land Use: Local Retail Commercial (LRC)

Suggested Land Use: Mixed Use, medium intensity, 50 dwelling units per acre with a possible 20% bonus for being in the Transit Oriented Development District, maximum height 150 feet. Mixed Use, medium intensity, requires one acre of land and 150 feet of frontage.

APPRAISAL REPORT (continued)

CRA District: Boynton Beach Boulevard District

Zoning: "C-3", Community Commercial District in the city of Boynton Beach. The intent of this district is to implement the local retail commercial future land use map classification of the Comprehensive Plan. Uses allowed in the district are intended to provide a wide range of goods and services located along major thoroughfares. The C-3 district allows 11 dwelling units per acre, adhering to the R-3 regulations. Minimum lot area is 15,000 square feet. Minimum lot frontage is 75 feet. Copy of the zoning code is in the Addenda.
The combined size of the three appraised lots is 16,692 square feet and the width is 147.39 feet, meeting the minimum standard in the C-3 District. Separately, none of the three lots meet the standards.

Site Description: The shape of the appraised land is a quadrangle. Dimensions for the site are from the sketch of survey in the beginning of the report.

North boundary on a service alley:	129.60 feet
East boundary on adjacent property:	120.00 feet
S boundary on E Boynton Bch Blvd:	147.39 feet
West boundary on NE 3 Street:	121.20 feet

Land size is 16,692 square feet.

Utilities: All utilities are available to the site.

Access: The land is accessible via East Boynton Beach Boulevard on the south and NE 3 Street on the west. Boynton Beach Boulevard is a principal east-west arterial improved with sidewalks, curbs and storm drains. NE 3 Street is a local road.

Easements:	Easement are not marked on the sketch of survey; however, utility easements are typically around the perimeter of the site.
Encroachment:	**The building on 411 is encroaching approximately 2.85 feet on to 407 to the west. With the three lots being appraised as one property, this encroachment is not a significant valuation issue. If the three lots were appraised separately, the encroachment would be a concern.**
Improvements:	Building structures are on 401 and 411. 407 is a vacant section of the property used for open storage of the equipment rented and sold by the businesses conducted on 401. The lot is concealed from view by fencing on the south and north sides. **401** is improved with a one-story, single occupant building constructed in 1960, containing 2,062 square feet of enclosed area. The improvement appears to be in average condition for its age of 60 years. It is a typical storefront/ service building from the mid-century era. The property is owner-occupied by ABC Rentals and Power Lifts LLC. The front portion of the building is display and office; the rear section is storage and shop. Attached on the north elevation is an overhang providing cover for more items. Ceiling clearance is 10 feet.
Building details:	
Foundation:	Reinforced concrete slab over concrete footings
Exterior Walls:	Concrete block with concrete columns and tie beams; exterior finish is painted stucco

Floors:	Smooth concrete
Interior Walls:	Drywall over metal studs
Roof System:	Twin-T concrete panels covered with insulation, concrete deck and composition material
Windows & doors:	Jalousie and plate glass
HVAC:	Wall mounted units

411 is improved with a one-story building constructed in 1958, containing 3,334 square feet of enclosed area. The improvement appears to be in average condition for its age of 62 years. It is also a typical storefront/ service building from the mid-century era. The property is rented to a tenant who has subleased the building to other occupants. The property owner stated the master lease is at a sub-market rate and did not supply the lease. There is no information about the sublease rates. The interior of the building is subdivided into rooms used for office, beauty supply and accessory sales, games/ entertainment, apartment, and appliance sales and repair. Ceiling clearance is 10 feet.

Building details:

Foundation:	Reinforced concrete slab over concrete footings
Exterior Walls:	Concrete block with concrete columns and tie beams; exterior finish is painted stucco
Floors:	Smooth concrete covered with terrazzo
Interior Walls:	Drywall over metal studs

Roof System:	Steel bar joist covered with metal decking, insulation and composition material
Windows & doors:	Plate glass
HVAC:	Wall mounted units
Site Improvements:	Asphaltic paving for car storage, chain link fence, gate, concrete paving
Parking:	Approximately 10 parking spaces on the south side of the site. Parking ratio is about one space for each 540 square feet of building which most probably would not meet current code for retail or office use. City officials make that determination.
Environmental Assessment:	There is no Phase I Environmental Site Assessment to review.

2-2(a)(v) State the real property interest appraised;

A person who owns all the property rights is said to have *fee simple title. A fee simple title implies absolute ownership unencumbered by any other interest or estate.* Partial interests in real estate are created by selling, leasing, et cetera. Partial estates include *leased fee and leasehold estates.*

The interest appraised is fee simple. As mentioned, no lease information is available for 411 East Boynton Beach Boulevard.

APPRAISAL REPORT (continued)

2-2(a)(vi) State the type and definition of value and cite the source of the definition;

The purpose of the appraisal is to develop an opinion of market value of the subject property as of June 23, 2020.

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value *means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions as follows.*

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised and acting in what they consider their own best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, dated December, 2010.

Florida Court Definition: "Market Value is the price that a seller willing, but not compelled to sell, and a buyer willing, but not compelled to buy, would agree to in fair negotiations with knowledge of all the facts." [*Source: Fla. Power & Light Co., v. Jennings, 518 So.2d 895 (Fla. 1987)]*

APPRAISAL REPORT (continued)

2-2(a)(vii) State the effective date of the appraisal and the date of the report;

A) Effective Date of the Appraisal: June 23, 2020

B) Date of the Report: June 23, 2020

2-2(a)(viii) Summarize the scope of work used to develop the appraisal;

The appraisal problem is to develop an opinion of value of the property based on its highest and best use. The appraisers inspected the property and photographed it. A thorough investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting land sales, improved sales and properties for rent. The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including CoStar Group, Corelogic, Realquest, Loopnet, Palm Beach County Property Appraiser records, the public records, and data from the appraisers' plant.

2-2(a)(ix) Summarize the extent of any significant real property appraisal assistance;

The two signatory appraisers are the only people involved in the appraisal process.

2-2(a)(x)(1) Summarize the appraisal methods and techniques employed;

(2) State the reasons for excluding any of the valuation approaches;

(3) Summarize the results of analyzing the subject sales, options and listings;

(4) State the value opinion and conclusion

(5) Summarize the information analyzed and the reasoning that supports the analyses, opinions, and conclusions

Improved sales were gathered and reviewed to provide indications of value for the appraised property as improved. The research showed that one group of these properties was too dissimilar to the subject to provide valid comparisons. The sale buildings were purchased to remain in use for the foreseeable future, with their highest and best use remaining as improved properties. The second group of sales had improvements that were either old and/ or undersized for the sites. The buildings were close to the end of their useful/ economic lives like the appraised property. This group of sales provided probable indications of value for the subject with the major portion of the sale price representative of the land and a small portion for the contributory value of the improvements. In the Sales Comparison Approach, these sales are compared to each other and to the property under appraisement to arrive at an opinion of value for the subject.

The information analyzed and the appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. Cost Approach is not used because of the age of the subject improvements. An element of the Income Approach is employed to calculate the gross income the property could generate as vacant and as currently improved to test its highest and best use. Exclusion of the Cost Approach and full Income Approach still produces a creditable report.

SR 1-5 ***When the value opinion to be developed is market value, if such information is available in the normal course of business:***

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and

There are no agreements of sale, options or listings of the subject property as of the effective date of the appraisal.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

There has been no warranty deeds recorded for the property in the past three years.

2-2(a)(xi) State the use of the real estate existing as of the effective date and use of the real estate reflected in the appraisal;

The use of the real estate on the date of valuation is retail/service and open storage. The following analysis tests this use as being the highest and best of the property. No personal property is included in the valuation.

2-2(a)(xii) When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Physically Possible as Vacant

The land appraised consists of three lots with a combined size of 16,692 square feet. It is located at a minor corner of East Boynton Beach Boulevard and NE 3 Street. The parcel is level and filled to street grade. All utilities are available to the site. No soil or subsoil tests were available for review to ascertain if the appraised land is capable of supporting buildings. However, it has been improved with one-story commercial buildings for 60 years. Physical constraint to develop the site is its size which governs the size and number of the potential improvements which can be placed on it.

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting and deed restriction, none of which came to light during the property investigation. Land use designation is Local Retail Commercial. Zoning is "C-3", Community Commercial District. Minimum lot size is 15,000 square feet; minimum lot frontage is 75 feet. The appraised site meets these standards and could be put to one of the permitted uses in the "C-3" district.

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible. For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses. As mentioned, assemblages of smaller parcels into larger sites for mixed use development are taking place in the subject market area and in other CRA districts. Once a large site is assembled, the development process can commence with possible zoning and/or land use change to permit a mixed use project such as 500 Ocean. For mixed use, medium intensity, one acre of land is required. Hence, the subject and perhaps the property to the east could be assembled for a future mixed use.

Currently, the appraised site is of sufficient size to be improved with a use permitted in the "C-3" district. It has a corner location with 147.4 feet of frontage on Boynton Beach Boulevard, the main east-west street in the city. The property is two blocks west of Highway US 1 and two blocks east of the new Town Square. Its location and zoning put it in the core of revitalization of the subject market area. Financially feasible use of the land concerned is to improve it with a multi-bay retail facility to cater to the everyday needs of the existing residents and those who will live and work in the projects being constructed in the market area. The most probable buyer is a local developer who wants to be a part of the revitalization. Time for development is now with little competition from similar, smaller new properties.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the land in question is to be developed with a small multi-bay retail center which use is physically possible, probably legally permissible, financially feasible and maximally productive. Future highest and best use, if assemblage with adjacent property could be accomplished, is development of a medium intensity mixed use project with residential units on the upper floors and commercial use on the ground level.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Physically Possible Improved

The improvements appraised are storefront/ service facilities constructed in 1958 and 1960 when such property types were prevalent on East Boynton Beach Boulevard west of the Florida East Coast Railway. Businesses combined elements of commercial and industrial catering to tradespeople. As the population of the city moved west, businesses of this type moved west of Interstate 95 to larger properties and better access to the expressway. The appraised property, as an owner-occupied facility, remained in the eastern part of the city. As discussed, the buildings are old displaying physical depreciation and functional obsolescence. They are approaching the end of their useful lives. The property owner has the choice of renovating the buildings, continue to use them as-is for an interim period until the land is ready for redevelopment with a new retail facility, or imminent demolition.

Legally Permissible Improved

"C-3" zoning district permits retail use as stated in the ordinance; other uses including open storage are determined by city officials interpretation of the zoning code. Land Use is Local Retail Commercial, with land use and zoning being in accord. Existing parking along the south side of the property appears to be sub-standard to the current code. Minimum yard setbacks do not look as if to be met. The buildings were constructed prior to the current zoning and building code and are "grandfathered-in." However, there is a limit to amount of repairs and replacements that can be made before the entire property must meet current code. Further, market acceptance of old improvements wanes as the age of residences decrease and incomes increase.

Financially Feasible Improved

The advancing age and depreciation condition of the subject improvements along with their functional obsolescence is moving them to the end of their useful/ economic lives. As will be noted in the Sales Comparison Approach, the appraised property is most similar to those with the major portion of the value is in the land and the improvements have a small contributory value to the whole. In one case (Sale 2) the building was renovated to remain in service; for the other three sales, the buildings will be used for a short time until the sites are redeveloped. The subject fits into the latter category.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

The sales are in the immediate subject market area where the value of a property as essentially vacant is greater than the value of a property as currently improved. Continuing to operate the property as improved will not generate a sufficient return even on the land. For proof, gross income is projected for the appraised property as vacant and as currently improved.

In Sales Comparison Approach in this appraisal, the opinion of value for the property is $917,000. Typically, land is leased at 10% per year of its value. Therefore, the income the land could generate is as follows.

$917,000 x 0.10 = $91,700 annual income

Following are rental properties with rates for older, small buildings which provide an overview of the amount of rent the subject property could generate as currently improved. The conclusion for the subject is $14.00 per square foot per year.

NO.	LOCATION	RENTAL SIZE SF	GROSS RATE/ SF/ YEAR	COMMENTS
1	1399 SW 30 Ave Boynton Beach, FL	2,745	$13.50	Flex space in a building containing 22,190 SF
2	3050 SW 14 Place Boynton Beach, FL	1,650	$14.00	Flex space in a building containing 33,325 SF
3	1420 Neptune Drive Boynton Beach, FL	5,218	$14.00	Flex space in a building containing 30,000 SF
4	1300 W Industrial Ave, Boynton Beach	1,200	$14.60	Flex space in one of the buildings in Boynton Industrial Park

5,396 SF of building x $14.00/ SF/ YR = $75,500 gross annual income

The property as currently improved cannot generate as much income as it could vacant. Further, repairs and replacements would have to be made to continue the stream of income as improved. Therefore, the existing improvements are not the highest and best use, considering their financial feasibility.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Maximally Productive Improved

The maximally productive use of the existing improvements is to continue to use them as-is for an interim period until the land is ready for redevelopment with a new retail facility. At that point, the improvements would be demolished and removed from the site. Such use would be physically possible, probably legally permissible, financially feasible and maximally productive.

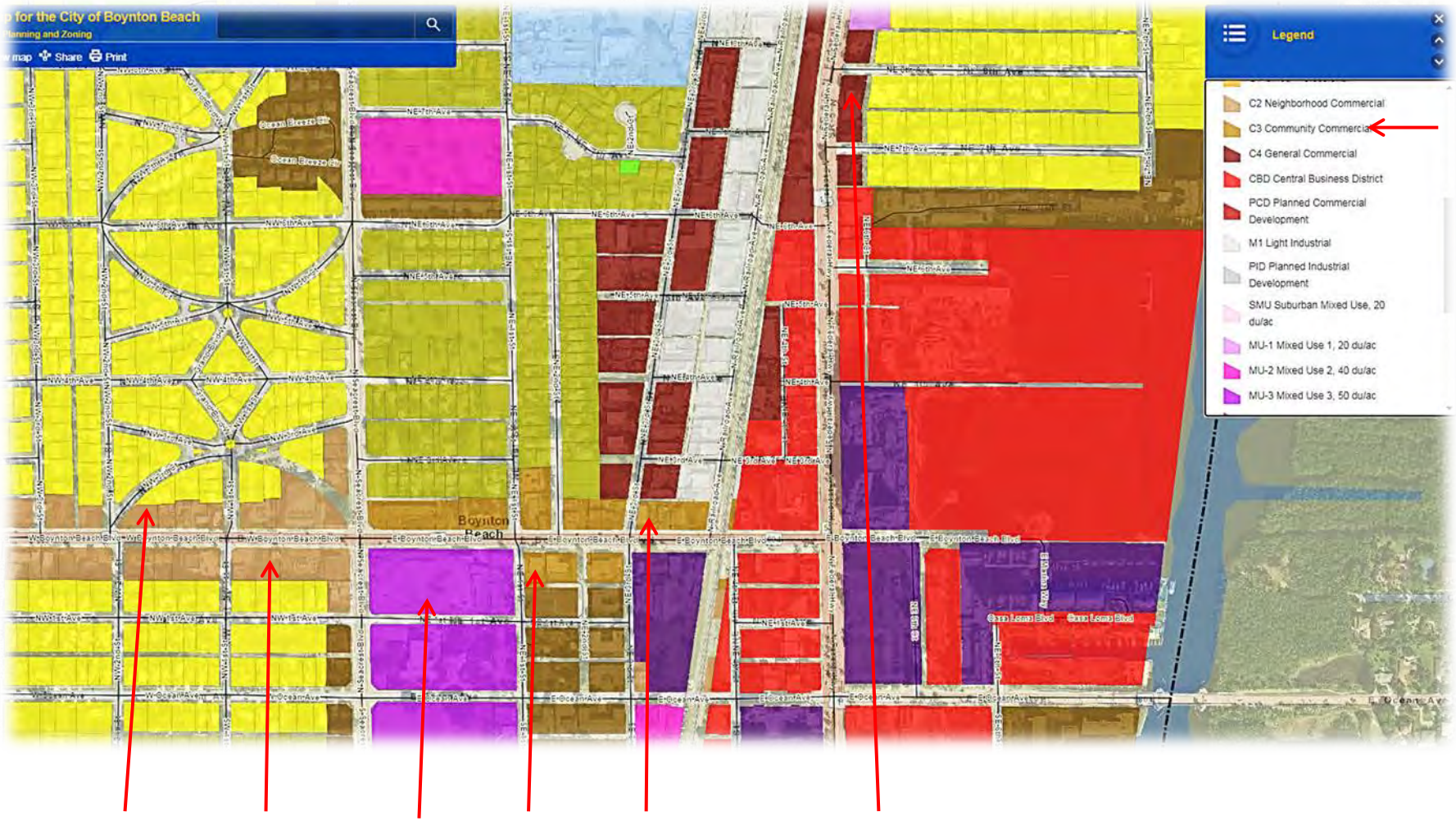
2-2(a)(xiii) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a)(xiv) Include a signed certification in accordance with Standards Rule 2-1

See signed certification in report.

SALES COMPARISON APPROACH



ZONING MAP with Sales located



SALE 1: 126 W. Boynton Beach Boulevard



SALE 2: 202 E. Boynton Beach Boulevard



SALE 3: 219 W. Boynton Beach Boulevard

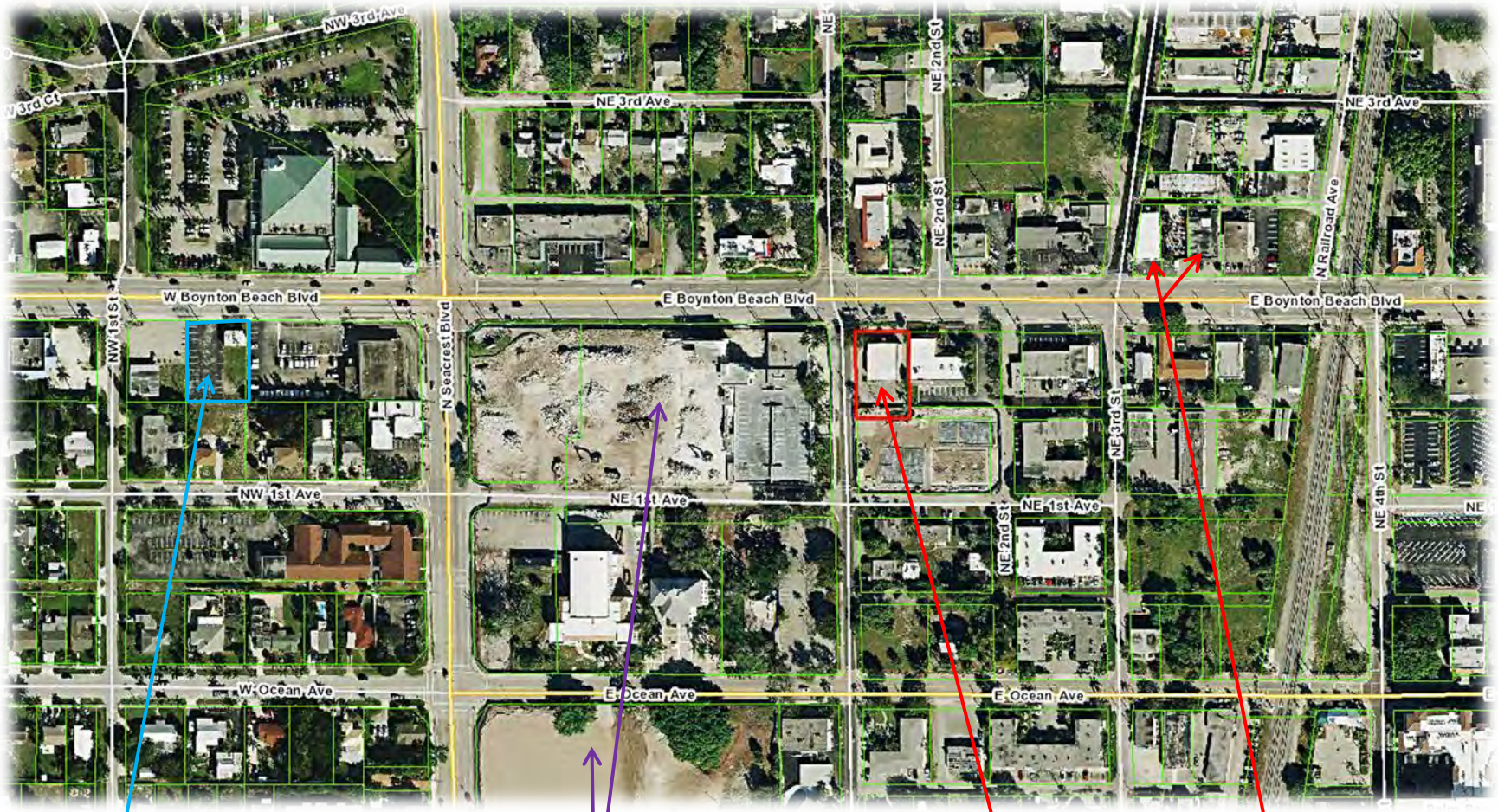


SALE 4: 724 N. Federal Highway

PHOTOS OF THE COMPARABLE SALES

LAND SALES

SALE NO.	1
LEGAL DESCRIPTION	Lots 5, 6, 7 and 8, Block 4, BOYNTON HEIGHTS ADDITION to the TOWN OF BOYNTON Fla., Plat Book 10, page 64, Palm Beach County, FL, less part for right-of-way
RECORDED	O. R. Book 30470, Page 1140
GRANTOR	Beercade LLC
GRANTEE	JWS Investments LLC
DATE OF SALE	March 11, 2019
LOCATION	126 W Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-2" Neighborhood Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$750,000
LAND SIZE	13,560 square feet
UNITS OF COMPARISON	$55.13 per square foot of land
PARCEL CONTROL NO.	08 43 45 28 10 004 0050
CONDITIONS OF SALE	Financing provided by SouthTrust Financial LLC in the amount of $650,000 as a blanket mortgage for four properties owned by the grantee. Arm's length transaction.
CONFIRMED	Jerron Kelley, attorney for grantee
COMMENTS	This property is in the block to the west of the new Town Square development. It is adjacent to the west of the United States Post Office branch. The property is improved with a small commercial building containing 864 square feet, constructed in 1970. Future plans for the property have not been revealed.



Land Sale 1
126 W Boynton Beach Blvd.

Town Square Project

Land Sale 2
202 E Boynton Beach Blvd.

Appraised Property

LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	The west 89 feet of Lots 7, 8, 9 and 10, Block 3, TOWN OF BOYNTON Fla., Plat Book 1, page 23, Palm Beach County, FL, less part of Lot 10, plus 20 feet of the abandoned alley lying south of the described property
RECORDED	O. R. Book 30337, Page 731
GRANTOR	Gloria Weiss Realty, LLC
GRANTEE	202 East Boynton Beach Blvd LLC
DATE OF SALE	December 19, 2018
LOCATION	202 E Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-3" Community Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$835,000
LAND SIZE	12,898 square feet
UNITS OF COMPARISON	$64.74 per square foot of land
PARCEL CONTROL NO.	08 43 45 28 03 003 0091
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Gloria Weiss, grantor
COMMENTS	This property is in the block to the east of the new Town Square development. It was improved when sold with a commercial building used as a funeral home containing 3,000 square feet, constructed in 1952. The buyer remodeled the building to be used for a medical marijuana dispensary called One Plant.

LAND SALES

SALE NO.	3
LEGAL DESCRIPTION	Lot 112 and the East 25 feet of Lot 113, Block "A", less the south 10 feet, BOYNTON HILLS, Plat Book 4, page 51, Palm Beach County, FL
RECORDED	O. R. Book 31124, Page 1508
GRANTOR	Jeannette Molina
GRANTEE	Gracey Properties LLC
DATE OF SALE	December 26, 2019
LOCATION	219 W Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-2" Neighborhood Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$400,000
LAND SIZE	7,514 square feet
UNITS OF COMPARISON	$53.23 per square foot of land
PARCEL CONTROL NO.	08 43 45 21 07 001 1120
CONDITIONS OF SALE	Financing provided by First Citizens Bank & Trust in the amount of $320,000 at the market rate of interest. Arm's length transaction.
CONFIRMED	Kristina Reed, attorney for grantee
COMMENTS	The property is improved with a single family residence constructed in 1945, containing 1,217 square feet of building area. Future plans for the property have not been revealed.

LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Lots 23, 24 & 25, Block 2, less part for road, BOYNTON PLACE, Plat Book 11, page 40, Palm Beach County, FL
RECORDED	O. R. Book 31163, Page 422
GRANTOR	Michael and Ina Bornstein
GRANTEE	L G Import-Export Inc.
DATE OF SALE	January 10, 2020
LOCATION	724 North Federal Highway Boynton Beach, FL
ZONING	"C-4", General Commercial
LAND USE	General Commercial
SALE PRICE	$750,000
LAND SIZE	14,087 square feet
UNITS OF COMPARISON	$53.24 per square foot of land
PARCEL CONTROL NO.	08 43 45 22 03 002 0230
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Ina Bornstein, grantor
COMMENTS	The property is used as a car sales lot. It is improved with a commercial building constructed in 1957, containing 887 square feet. The property continues to be used for car sales.

SALE COMPARISON & ADJUSTMENT CHART

SALE NUMBER	SALE DATE	SALE PRICE	Bldg. Size (Sq.Ft.)	Land Size (Sq.Ft.)	Bldg. Condition	SITE ZONING	*Transactional Adjustments* Market ("Time") (3%/yr.)	Partial Adjusted Price	*Property Adjustments* Contrib. Value of Improvements	Final Adjusted Price	Final Adjusted Price per Square Foot
1											
126 W. Boynton Beach Blvd.	3/11/2019	$750,000	864	13,560	Average	"C-2"	$30,000	$780,000	$0	$780,000	$57.52
Boynton Beach, Florida		$55.31/SF	Blt. 1970	0.3133 ac			Inferior + 4.00%		Equual		
2											
202 E. Boynton Beach Blvd.	12/19/2018	$835,000	3000	12,898	Good	"C-3"	$37,575	$872,575	**($174,515)**	$698,060	$54.12
Boynton Beach, Florida		$64.74/SF	Blt. 1952	0.2961 ac			Inferior + 4.50%		Superior - 20%		
3											
219 W. Boynton Beach Blvd.	12/10/2019	$400,000	1217	7,514	Poor	"C-2"	$6,000	$406,000	$0	$406,000	$54.03
Boynton Beach, Florida		$53.24/SF	Blt. 1945	0.1725 ac			Inferior + 1.50%		Equal		
4											
724 N Federal Hwy	1/12/2020	$750,000	887	14,087	Average	"C-4"	$11,250	$761,250	$0	$761,250	$54.04
Boynton Beach, Florida		$53.24/SF	Blt. 1957	0.3234 ac			Inferior + 1.50%		Equal		
SUBJECT	**Value Date**	**Value**									**SUBJECT**
401, 407 & 411 E. B.Bch. Blvd.	**7/23/2020**	**$917,000**	**5396**	**16,692**	-----	**"C-3"**	-----	-----	-----	-----	**$54.93**
Boynton Bech, Florida			Blt. 1958-1960	**0.3832 ac**							(Equal Weight)

SALES COMPARISON APPROACH

Of the several methods to develop an opinion of land value, the one considered the most reliable is the Sales Comparison Approach. In this method, sales of similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value.

The steps of Sales Comparison in Land Valuation are:

1) Locate and collect information of recent sales of sites most similar to the land being appraised.

2) Verify the sales information with the most reliable sources, including details of financing and any special considerations or non-typical market features.

3) Select relevant units of comparison and develop a comparative analysis.

4) Compare and adjust the sales to the subject using significant, market-derived units of comparison.

5) Reconcile all value indications from the comparisons into a value opinion by this approach.

Highest and best use for the appraised property is to redevelop the land with a small, multi-bay retail center. Until the property owner is ready for the new project and the revitalization of the market area accelerates, the property as-is could be used for an interim period. Nevertheless, the majority of the value of the appraised property is in the land with a small contributory value of the improvements until the impending end of their economic lives. Land size of the subject three lot site is 16,692 square feet; zoning is "C-3", Community Commercial District.

A search was made to find recent sales of properties in the immediate subject market area with the majority of the sale price attributable to the land, with a small contributory value of the existing improvement. A property-by-property search was conducted along Boynton Beach Boulevard and US Highway 1. Of the sales reviewed, the four that are more similar to the subject are included in this appraisal. Details of the transactions are on the sale sheets and chart.

The unit of comparison used by buyers and sellers of this of property is the Sale Price per Square Foot of Land including building. The range of unit prices of the sales is from $53.24 to $64.74 per square foot, before adjustment.

ELEMENTS OF COMPARISON

Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. ***The Appraisal of Real Estate*** *states that there are several basic elements of comparison that may be considered in sales comparison analysis for land valuation. The first group is termed* ***transactional elements*** *being: real property rights conveyed, financing terms, conditions of sale and market conditions. Adjustments for transactional elements are made, then, attention is focused on the second group,* ***property elements.*** *This second group of property elements consists of location, physical characteristics and use.*

(Continued)

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at, below, or above market rent.

The interest valued for the subject property is fee simple. The land sales were all conveyances of fee simple interests without leases. No adjustment is necessary for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing. The reverse is also a possibility in which lower sale prices result from above market financing.

Sales 2 and 4 were cash transactions. Since third party financing is readily available, Sales 1 and 3 took advantage of this condition and gave mortgages to financial entities. Loan to price ratios are 87% and 80%, respectively. Reportedly, there were no inducements to accept the financings. No adjustment is made for this element of comparison.

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

None of the land sales are transactions by lenders after foreclosures of prior mortgages on the properties. Conditions of sale for all of the transfers were typical for the market, with no adjustments necessary.

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

(Continued)

There is an upward trend in real estate prices in the subject market area due the revitalization supported by the Boynton Beach Community Redevelopment Agency and to scarcity of developable parcels. The upward trend exceeds the annual inflation rate of 2% per year. Each of the land sales is adjusted upward 3% annually for market conditions to the effective date of appraisal. The amounts of the adjustments are shown on the chart.

Adjustments for **transactional elements** of comparison were considered; now, **property elements of comparison** are addressed.

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, average daily traffic flow, etc. Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style.

The appraised property and the sale properties are in the Boynton Beach Community Redevelopment area fronting the main roads in the market area. They are in the Transit Oriented Development (TOD) District with a possibility of a 20% density bonus for residential units if certain conditions are met. They all still carry the "C", Commercial zoning and have yet to be rezoned to "MU", Mixed Use. The property concerned is in the "C-3" district with a minimum size of 15,000 square feet, which it meets, hastening it to the ready-to-be-redeveloped phase of its life cycle.

There are some differences among the sales and the subject; however, they are not significant enough to make quantitative adjustments for this element of comparison.

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, depth, topography, view, access, functional utility, degree of readiness for development, et cetera.

The property in question and the sales are small commercial facilities. The improvements still exist, though they have low contributory value to the properties as a whole. The majority of the value is in the land. The amount of the improvement's contributory value is the aspect of physical characteristics which affects price. When the properties are redeveloped the buildings will most probably be demolished, except for Sale 2. It has the largest building in the data set of 3,000 square feet and of a more substantial construction. Rather than demolishing the structure and constructing a new one, the buyer renovated it from a memorial chapel to a cannabis dispensary. Sale 2 is superior to the other sales and the subject for physical characteristics due to its building's greater percentage of contributory value to the whole property.

(Continued)

Sale 2 is adjusted downward 20% for this factor (equating to about $58.00 per square foot of building area, 50% depreciated). No adjustments are made to the other sales for this element of comparison because their physical conditions are similar to the subject's.

Use

For sites to be comparable, they should have similar uses. Future uses for the subject and sales are for small commercial projects as stand-alone properties. If assembled with adjacent properties, there is the possibility of future mixed use projects with retail and/or office on the ground floor and residential on the upper floors. No adjustment is called for this element of comparison.

FINAL VALUE OPINION

Following is a summary of the square foot unit sale prices for the four sales:

Sale No.	Sale Price per Square Foot
1	$57.52
2	$54.12
3	$54.03
4	$54.04

The range of adjusted unit prices is from $54.03 to $57.52 per square foot of land including building. With adjustments having already been made for differences which affect price, equal weight is placed on each of the adjusted unit prices. Considering the foregoing discussion, the unit value for the subject is in the mid-range of the of the adjusted unit sale prices at $54.93 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for sites with older, remaining improvements located on the main arteries in downtown Boynton Beach. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the land under appraisement. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of June 23, 2020 is:

$54.93/sq.ft. of land with building x 16,692 square feet of land = **$917,000**

NINE HUNDRED SEVENTEEN THOUSAND DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.
The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on June 12, 2020.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this report.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.



June 23, 2020

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85



June 23, 2020

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally visited the subject of this report. No pertinent information has been knowingly withheld.
2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.
3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple.
4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.
5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.
6. The writers are not required to testify without prior agreement.
7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.
8. Improvements, if any, are those noted and reported on the date of inspection.
9. The value or values estimated apply ONLY as of the date of valuation stated within the report.
10. The writers certify that they have no present, past or contemplated interest in the subject of this report.
11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.
13. The existence of potentially hazardous material used in the construction or maintenance of buildings, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. Additionally, soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.
15. Jesse B. Vance, Jr. and Claudia Vance were responsible for the analyses, conclusions, and opinions of real estate set forth in this report. (No one else provided significant professional assistance to the report signers).
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property would reveal that the property is not in compliance with one or more of the requirements of the act, which could reduce property value.
17. Prospective value estimates are based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events that might alter market conditions upon which market value has been estimated.
18. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
19. The appraiser reserves the right to amend or change this report at any time additional market information is obtained which would significantly affect the value opinion.



Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 June 23, 2020



Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 June 23, 2020

ADDENDA

C. *C-3 Community Commercial District.*

1. General.

a. Purpose and Intent. The purpose of the C-3 zoning district is to implement the local retail commercial (LRC) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to encourage the development or use of property for appropriate intensive retail commercial uses providing for a wide range of goods and services, located along major thoroughfares. The C-3 district allows a maximum density of eleven (11) dwelling units per acre; however, all residential developments must adhere to the R-3 district building and site regulation in accordance with Section 2.F. above.

b. Prerequisite Location Standard. In reaching recommendations and decisions as to zoning land to C-3, the advisory board and City Commission shall apply the following location standards, in addition, to the standards applicable to the rezoning of land generally:

(1) Centrally and accommodating multiple neighborhoods; and

(2) Abutting to at least one (1) major thoroughfare.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-16). No building or portion thereof shall be erected, constructed, converted, established, altered, enlarged or used unless the premises and buildings shall comply with the following regulations:

BUILDING/SITE REGULATIONS C-3 District	
Minimum lot area:	15,000 s.f.
Minimum lot frontage:	75 feet
Minimum yard setbacks:	
Front:	20 feet[1]
Rear:	20 feet[2]
Abutting: Residential district(s)	30 feet
Interior side:	0 feet[1,3]
Abutting: Residential district(s)	30 feet[1]
Corner side:	20 feet[1]
Abutting: Residential district(s)	30 feet[1]
Maximum lot coverage:	40%
Maximum Floor Area Ratio (FAR)	0.50[4]

Maximum structure height:	45 feet[5]

[1] Reduced setbacks will be applied to property located within the Urban Commercial District Overlay Zone, Section 8.C. below.

[2] Where rear yard access is available from a public street or alley, rear yard may be decreased by one-half (1/2) the width of such street or alley, but in no case shall a rear yard be less than ten (10) feet.

[3] Where rear access is not available from a public street or alley, a side yard of not less than fifteen (15) feet shall be provided on one (1) side.

[4] A floor area ratio (FAR) up to 0.50 may be considered for local retail commercial uses allowed within the C-3 district (see "Use Matrix" – Chapter 3, Article IV, Section 3.D.), pursuant to the local retail commercial future land use classification of the Comprehensive Plan.

[5] Not to exceed four (4) stories.

4. Review and Approval Process.

a. Single-family and duplex dwellings and accessory uses thereto shall be allowed upon application to and approval by the Building Official for structures that require a building permit pursuant to Chapter 2, Article IV, Section 2.

b. Community and common areas, such as recreational areas, landscape buffers and tracts, and project signage may be subject to site plan review.

c. Non-residential uses shall require site plan approval in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

5. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V, Minimum Off-Street Parking Requirements.

6. Exterior Storage of Merchandise and Equipment. See Chapter 3, Article V, Section 8 for the regulations pertaining to the permanent exterior storage of merchandise and equipment.

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN	**MU-L1**	**MU-L2**	**MU-L3**	**MU-4**	**MU-H**
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100	150[2]	200	200
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[5]	45	65	75	100	150/125[6]
Maximum Density (DUs/Acre)[14, 16]	20	30	40	60	80
Maximum F.A.R.[15]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[11]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[10]				
Abutting a Local street	0[10]	0[10]	0[10]	0[10]	0[10]
Interior side	0[10]	0[10]	0[10]	0[10]	0[10]
Building Setback, Minimum (ft.)[11]					
Rear abutting:					
Residential single-family	25[7]/0[7, 8]	25[7]	25[7]	25[7]	25[7]
Intracoastal waterway	25[7]	25[7]	25[7]	25[7]	25[7]
Side abutting					
Residential single-family	25[7]/0[7, 8]	25[7]	25[7]	25[7]	25[7]
Usable Open Space, Minimum (sq. ft.)[13]	N/A	N/A	N/A	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.

5. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations.

6. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any MU-L or residential zoning district not separated by a right-of-way.

7. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

8. Where there is an intervening right-of-way of at least forty (40) feet.

9. Subject to permitting agency approval.

10. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min. width and design of the PZ. Except for the Downtown District, where the minimum PZ width is 18', the minimum PZ in all other districts if 16 ft. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

11. Listed eligible historic structures are not required to meet these standards.

13. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

14. Projects within the transit core shall have minimum densities as follows: MU-1 - eleven (11), MU-2 - twenty (20), MU-3 - thirty (30), MU-4 - thirty-five (35) and MU-H - forty (40) dwellings per acre (except that minimum density for the MU-H district applies to projects located within the entire station area).

15. Projects within the transit core shall have a minimum FAR as follows: MU-L3 - one and three-quarters (1.75), MU-4 (2.0) and MU-H - two (2.0) (except that minimum FAR for the MU-H district applies to projects to be located within the entire station area).

16. The maximum density for projects within the Downtown Transit-Oriented Development District Overlay Zone (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17)

SUMMARY OF 2020-2021 USPAP (Uniform Standards of Professional Appraisal Practice)
Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading;

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and

(c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.

STANDARDS RULE 2-2

Each written real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

An appraiser may use any other label in addition to, but not in place of, the labels set forth in this Standards Rule for the type of report produced. The use of additional labels such as analysis, consultation, evaluation, study, or valuation does not exempt an appraiser from adherence to USPAP. The report content and level of information requirements in this Standards Rule are minimal for each type of report. An appraiser must supplement a report form, when necessary, to insure that any intended user of the appraisal is not misled and that the report complies with the applicable content requirements.

(a) The content of an appraisal report must be appropriate for the intended use or the appraisal and, at a minimum:

- *(i) state the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile;*
- *(ii) state the identity of any other intended users by name or type;*
- *(iii) state the intended use of the appraisal;*
- *(iv) contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*
- *(v) state the real property interest appraised;*
- *(vi) state the type and definition of value and cite the source of the definition;*
- *(vii) state the effective date of the appraisal and the date of the report;*
- *(viii) summarize the scope of work used to develop the appraisal;*
- *(ix) summarize the extent of any significant real property appraisal assistance;*

(x) provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by:
(1) summarizing the appraisal methods and techniques employed;
(2) stating the reasons for excluding the sales comparison, cost, or income approach(es) if any have not been developed;
(3) summarizing the results of analyzing the subject sales, options, and listings in accordance with Standards Rule 1-5;
(4) stating the value opinion(s) and conclusions(s); and
(5) summarizing the information analyzed and the reasoning that supports the analyses opinions, and conclusions, including reconciliation of the data and approaches;

(xi) state the use of th real estate existing as of the effective date and the use of the real estate reflected in the appraisal;
(xii) when an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;
(xiii) clearly and conspicuously:
- *state all extraordinary assumptions and hypothetical conditions, and*
- *state that their use might have affected the assignment results, and*

(xiv) include a signed certification in accordance with Standards Rule 2-1.

STANDARDS RULE 1-5

When the value opinion to be developed is market value, if such information is available in the normal course of business:

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal;

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

475.611 Florida Statutes: Definitions.-

(1) As used in this part, the term:

(a) "Appraisal" or "Appraisal Services" means the services provided by certified and licensed appraisers or registered trainee appraisers, and includes:

1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.

2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.

3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.

(b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.

(c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.

(d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.

(e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.

(f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.
An appraiser renders a professional service and is a professional within the meaning of 95,11(4)(a).

(g) "Board" means the Florida Real Estate Appraisal Board established under this section.

(h) "**Certified General Appraiser**" means a person who is certified by the department **as qualified to issue appraisal reports for any type of real property**

(i) "Certified Residential Appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.

(j) "Department" means the Department of Business and Professional Regulation.

Vance Real Estate Service



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

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Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439
MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)
FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050
REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)
FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)
FLORIDA "D.E.P." APPROVED APPRAISER
Currently registered in "SAM" (U.S. Government System for Award Management).

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.
Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, **COMMERCIAL BANKS**: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES**: FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES**: BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA** DEPARTMENT OF TRANSPORTATION (DOT); **STATE OF FLORIDA** DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; **STATE OF FLORIDA** DEPARTMENT OF ENVIRONMENTAL PROTECTION **(Approved Vendor);U.S. TREASURY DEPARTMENT** (General Counsel, I.R.S.); **U.S. MARSHAL'S SERVICE** – **U.S. ATTORNEY'S OFFICE** CENTRAL DIVISION – U.S. Dept. of Justice; **VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Course 1 (AIREA) - Basic Principles of Appraising
Course 2 (AIREA) - Urban Property Valuation (Income)
Course 4 (AIREA) - Condemnation Appraising
Course 6 (AIREA) - Income Capitalization & Analysis
Course 101 (SREA) - Introduction to Appraising
Course 201 (SREA) - Income Property Valuation, Theory
Course 202 (SREA) - Applied Income Property Valuation
Course 301 (SREA) - Applications/Appraisal Analysis
Symposium (SREA) - Market Analysis, 1978, Virginia
Symposium (SREA) - Market Analysis, 1979, Arizona
Symposium (SREA) - Market Analysis, 1980, South Carolina
Symposium (SREA) - Market Analysis, 1981, Tennessee
Symposium (SREA) - Market Analysis, 1982, New Mexico
Symposium (SREA) - Market Analysis, 1983, Pennsylvania
Symposium (SREA) - Market Analysis, 1984, Georgia
Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.
Symposium (SREA) - Market Analysis, 1986, New Jersey
Clinic (SREA) - #201 Instructor, 1987, U. of Illinois
Clinic (SREA) - #201 Instructor, 1988, Illinois
Seminar (SREA) - Professional Practice, 1988, Florida
Symposium (SREA) - Market Analysis, 1988, California
Symposium (SREA) - Market Analysis, 1989, Minnesota

MBA Graduate School Courses: 1990 – 1991

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Real Properties Management"
- "Legal Issues In Real Estate"
- "Market Analysis and Site Selection"
- "Organizational Behavior and Management""
- "Human Resource Management"
- "Real Estate Economics"
- "R. E. Finance: Instruments, Institutions & Investment Analysis"
- "Urban Infrastructure & Environmental Analysis"
- "Real Estate Accounting"
- "Marketing Management for Real Estate"
- "Commercial Real Estate Lending"
- "Construction Technology and the Building Development Process"

SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)

E)EDUCATIONAL BACKGROUND - (Partial List, continued)

SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
3-DAY COURSE - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach. FL)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
COURSE (AI) - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements ("Yellow Book") (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI) - Analyzing Income Producing Properties (2000)
SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI) - State of the Appraisal Profession (2001)
2-Day SEMINAR - Eminent Domain, by CLE International, Tampa, Florida (2001)
SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI) - How to Appraise the Ugly House (2002)
COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI) - Market Trends for 2003 (2003)
SEMINAR (AI) - Update on Code of Professional Ethics (2003)
PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI) - Appraisal Agreements (2003)
SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI) - 7 Hour National USPAP Update Course #1400 (2004)
SEMINAR (AI) - Inverse Condemnation (2004)
SEMINAR (AI) - Appraiser Independence in the Loan Process (2004)
SUMMIT (AI) - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
SEMINAR (AI) - Loss Prevention Program for Real Estate Appraisers (2005)
SEMINAR (AI) - Valuation of Wetlands (7/2005)
SEMINAR (AI) - Tri-County Residential Symposium (8/2005)
SEMINAR (AI) - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
SEMINAR (AI) - FREAB 7-Hour National USPAP Update (5/2006)
SEMINAR (AI) - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
SEMINAR (AI) - USPAP Scope of Work & New Requirements (8/2006)
SEMINAR (AI) - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
SEMINAR (AI) - AI Summary Appraisal Report/Residential (4/07)
COURSE (Fla.) -14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
SEMINAR (AI) - Real Estate Fraud: Appraisers Beware! (8/2007)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (11/2007)
COURSE (AI) - Business Practices and Ethics – 8 hours (12/2007)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (2/2008)
SEMINAR (AI) -7 Hour National USPAP (4/2008)
SEMINAR (AI) - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
SEMINAR (AI) - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
SEMINAR (AI) - Public Sector Appraising (2/2009)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009)
SEMINAR (AI) - Inspecting the Residential "Green House" (4/2009)
SEMINAR (AI) - Property Tax Assessment (5/2010)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (7/2010)
SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009)
SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009)
SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We're Going (10/2009)
SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010)
COURSE (AI) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010)
SEMINAR (AI) - The Real Estate Market (2/18/2011)
COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book") (2/25-26/2011)
WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011)
COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011)
WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011)
SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011)
COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011)
SEMINAR (AI) - Trial Components (11/4/11)
SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012)
7-Hour USPAP - National USPAP Update (3/9/2012)
3-Hour Fla. Law - State Law Update (3/9/2012)
SEMINAR (AI) - Appraisal Review for General Appraisers (4/12/2012)
SEMINAR (AI) - Land Valuation (4/20/2012)
SEMINAR (AI) - The Valuation of Warehouses (6/22/2012)
SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012)
SEMINAR (AI) - IRS Valuation (7/19/2012)
SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012)
SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013)
COURSE (AI) - 7 Hour Advanced Marketability Studies (5/6/2013)
SEMINAR (AI) - Developing a Supportable Workfile (11/15/2013)
SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014)
SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014)
COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014)
SEMINAR (AI) - Economic Conditions (5/16/2014)
SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014)
SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014)
SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015)
SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015)
3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015)
SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015)
SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016)
COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016)
SEMINAR (AI) - 3-Hour Florida Appraisal Law (4/22/2016)
SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016)
SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016)
SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement
WEBINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017)
SEMINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017)
COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017)
COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017)
SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017)
COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017)
COURSE (AI) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017)
COURSE (AI) - 15 Hours "Yellow Book" Uniform Appraisal Standards for Federal Land Acquisitions – Passed Exam (11/10/2017)
SEMINAR (AI) - 3 Hours "Hot Topics and Myths in Appraiser Liability" (1/26/2018)
COURSE (AI) - 7-Hour National USPAP Update Course (2/9/2018)
SEMINAR (AI) - 3 Hours Florida Appraisal Law (2/9/2018)
SEMINAR (AI) - 3 Hours "Parking Impact on Florida Properties" (5/4/2018)
SEMINAR (AI) - 4 Hours "Technology Tips for Real Estate Appraisers" (9/21/2018)
SEMINAR (AI) - 3 Hours "Airport Appraisals) (01/25/2019)
SEMINAR (AI) - 4 Hours "Understanding an Investigation by a State Appraiser Regulatory Board or Agency (5/17/2019)
SEMINAR (AI) - The 50% FEMA Appraisal Rule (8/23/2019)
COURSE (BR) - 14 Hours Required Education (8 hrs. Specialty Education; 3 hrs. Core Law; 3 hrs. Business Ethics (9.3.2019)
SEMINAR (AI) - Artificial Intelligence, AVMs, and Blockchain: Implications for Valuation. (1/24/2020)

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

NATIONAL B.O.D. MEMBER	-	BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
AWARD	-	Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
AWARD	-	Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011 For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
CHAIR	-	REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR	-	REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR	-	REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER	-	REGION X – All of Florida – Appraisal Institute (2006)
PRESIDENT	-	BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT	-	BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR	-	FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR	-	FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

CHAIR	-	FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
CHAIR	-	EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	CANDIDATES GUIDANCE COMMITTEE, FT .LAUDERDALE CHAPTER AI
CHAIR	-	NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER	-	NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
MEMBER	-	NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
MEMBER	-	NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
DIRECTOR	-	REGION X (Florida) Appraisal Institute
MEMBER	-	REGION X (FLORIDA) ETHICS AND COUNSELING PANEL
DIRECTOR	-	BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
DIRECTOR	-	SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
MEMBER	-	NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER	-	BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER	-	17TH JUDICIAL CIRCUIT COURT, Broward County, FL
MEMBER	-	2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION
MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949

Vance Real Estate Service



Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer
Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317
Office: 954·583·2116 Cell: 954·647·7148 Email: vanceval@att.net
Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.
Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES
MAI Designation - APPRAISAL INSTITUTE No. 9451
State-Certified General Real Estate Appraiser No. RZ-173
Florida State Licensed Real Estate Broker No. BK 0161305
VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY
1983 - Current Vice President - Vance Real Estate Service
1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION
U.S. Bankruptcy Court, Southern District of Florida
Florida Circuit Court: Broward County

D) PROFESSIONAL DEVELOPMENT PROGRAM REGISTRIES
Valuation of Sustainable Buildings: Commercial
Valuation of Sustainable Buildings: Residential

E) EXPERIENCE: 35+years appraising and analyzing real property interests in South Florida.

F) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

Partial list of real property types valued:
High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:
Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

G) PARTIAL LIST OF CLIENTS –

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Englewood Bank & Trust

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, **U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney**

H) EDUCATIONAL BACKGROUND

Academic:

Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:

Symposium (SREA) - Market Analysis, 1983, Philadelphia
Symposium (SREA) - Market Analysis, 1984, Atlanta
Symposium (SREA) - Market Analysis, 1985, Vancouver
Symposium (SREA) - Market Analysis, 1986, Atlantic City
Symposium (SREA) - Market Analysis, 1988, Los Angeles
SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)
SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - 1996 Data Exchange (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Analyzing Income Producing Properties (2000)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)	- Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)	- State of the Appraisal Profession (2001)
SEMINAR (AI)	- Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)	- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)	- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)	- How to Appraise the Ugly House (2002)
COURSE (AI)	- 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)	- Market Trends for 2003 (2003)
SEMINAR (AI)	- Update on Code of Professional Ethics (2003)
PANEL (AI)	- Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI)	- Appraisal Agreements (2003)
SEMINAR (AI)	- Analyzing Distressed Real Estate (2004)
SEMINAR (AI)	- Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)	- National USPAP Course (2004)
SEMINAR (AI)	- Inverse Condemnation (2004)
SEMINAR (AI)	- Loss Prevention (2005)
SEMINAR (AI)	- Single Family Fraud Awareness (2005)
SEMINAR (AI)	- Guide to the new URAR form (2005)
SEMINAR (AI)	- Technologies for Real Estate Appraisers (2006)
SEMINAR (AI)	- The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI)	- National USPAP Update (2006)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI)	- Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI)	- Energy Star and the Appraisal Process (2006)
SEMINAR (AI)	- Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI)	- Real Estate Fraud (2007)
SEMINAR (AI)	- Forecasting Revenue (2007)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2007)
COURSE (AI)	- Business Practice and Ethics #420 (2007)
SEMINAR (AI)	- Supervisor – Trainee Roles and Rules (2008)
COURSE (AI)	- 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI)	- Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI)	- Real Estate Economy (2008)
SEMINAR (AI)	- Public Sector Appraising (2009)
SEMINAR (AI)	- Inspecting the residential "green" house (2009)
WEBINAR (AI)	- Value for Financial Reporting (2009)
SEMINAR (AI)	- The Real Estate Market in 2009
SEMINAR (AI)	- New Government Regulations (2009)
SEMINAR (AI)	- Property Tax Assessment (2010)
SEMINAR (AI)	- 7 Hour National USPAP (2010)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI)	- Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI)	- The Real Estate Market (2011)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI)	- 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI)	- Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI)	- Trial Components (2011)
SEMINAR (AI)	- Lessons from the Old Economy Working in the New (2012)
SEMINAR (AI)	- Appraisal Review for General Appraisals (2012)
COURSE (AI)	- National USPAP Update (2012)
SEMINAR (AI)	- Florida Law (2012)
SEMINAR (AI)	- Land Valuation (2012)
SEMINAR (AI)	- Valuation of Warehouses (2012)
SEMINAR (AI)	- IRS Valuation (2012)
SEMINAR (AI)	- Business Practices and Ethics (2012)
SEMINAR (AI)	- Real Estate Forecast (2013)
SEMINAR (AI)	- Advanced Marketability Studies (2013)
SEMINAR (AI)	- Developing a Supportable Workfile (2013)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Florida Appraisal Law (2014)
SEMINAR (AI)	- Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)
COURSE (AI)	-7 Hour National USPAP Update Course (2014)
SEMINAR (AI)	- Florida Law (2014)
SEMINAR (AI)	- New Real Estate Economy (2014)
SEMINAR (AI)	- Economic Engines of Miami-Date County (2015)
SEMINAR (AI)	- Economic Engines of Broward County (2015)
SEMINAR (AI)	- Tightening the Appraisal (2015)
SEMINAR (AI)	- Evaluating Commercial Construction (2015)
SEMINAR (AI)	- Drone Technology (2015)
SEMINAR (AI)	- Loss Prevention for Appraisers (2016)
COURSE (AI)	- 7 Hour National USPAP Update (2016)
SEMINAR (AI)	- Florida Law (2016)
SEMINAR (AI)	- Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)
SEMINAR (AI)	- The Tough One, Mixed use properties (2016)
SEMINAR (AI)	- Business Practices & Ethics (2016)
SEMINAR (AI)	- Economic Engines Driving Broward County (2017)
SEMINAR (AI)	- Introduction to Green Buildings & passed exam (2017)
SEMINAR (AI)	- Another View of the Tough Ones (2017)
SEMINAR (AI)	- Appraising for the Office of Valuation Services, Department of the Interior (2017)
SEMINAR (AI)	- Case Studies in Appraising Green Residential Buildings & passed exam (2017)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)
SEMINAR (AI)	-Hot Topics & Myths in Appraiser Liability (2018)
COURSE (AI)	- 7 Hour National USPAP Update (2018)
SEMINAR (AI)	- Florida Law (2018)
SEMINAR (AI)	-Parking & Its Impact on Florida Properties (2018)
SEMINAR (AI)	-What's New in Residential Construction (2018)
SEMINAR (AI)	-Valuation Resources for Solar Photovoltaic Systems (2018)
SEMINAR (AI)	-Technology Tips for Real Estate Appraisers (2018)
SEMINAR (AI)	-Residential & Commercial Valuation of Solar & passed exam (2018)
SEMINAR (AI)	-Airport Appraisals (2019)
SEMINAR (AI)	-Practical Applications in Appraising Green Commercial Properties & passed exam (2019)

I) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009
President of the South Florida Chapter of the Appraisal Institute - 2003
First Vice-President of the South Florida Chapter of the Appraisal Institute -2002
Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001
Secretary of the South Florida Chapter of the Appraisal Institute -2000
Treasurer of the South Florida Chapter of the Appraisal Institute - 1999
Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018
Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998
Member of Region X (Florida) Ethics and Counseling Panel –AI
Graduate of the Florida REALTORS Institute (GRI)

J) CIVIC INVOLVEMENT

Member of the Navy League of the United States – Fort Lauderdale Council
Lifetime Honorary Member- Florida Sheriff's Association
Member of Zeta Tau Alpha Alumnae Fraternity

Community Redevelopment Agency Board Meeting
Tuesday, September 10, 2024 - 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue and Online Meeting
561-737-3256

AGENDA

REVISED 09/10/2024

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Agenda Approval**
   - **A.** Additions, Deletions, Corrections to the Agenda
   - **B.** Adoption of Agenda
6. **Legal**
7. **Informational Items and Disclosures by Board Members and CRA Staff:**
   - **A.** Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda
8. **Information Only**
   - **A.** Semi-Annual Progress Report for the Purchase and Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Village Apartments (December 2023 - May 2024)
   - **B.** Semi-Annual Progress Report for the Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Shops (March - August 2024)
9. **Announcements and Awards**
   - **A.** 2024 Florida Festivals & Events Association SUNsational Awards
10. **Public Comments**

The public comment section of the meeting is for public comment on items on the consent agenda or items that are not on the agenda. For items on the agenda, the public will be given an opportunity to comment at the time each item is considered. Each speaker will be given a total of three (3) minutes to comment; however the Board retains the right to reduce the number of minutes prior to the start of public comment. Persons making public comment may not assign or donate their public comment time to another individual to allow that other individual additional time to comment; however, any persons requiring assistance will be accommodated as required by the Americans with Disabilities Act. Prior to addressing the Board, please go to the podium or unmute your device when prompted, and state your name and address for the record.

11. Consent Agenda

A. CRA Financial Report Period Ending August 31, 2024

B. Approval of the CRA Board Meeting Minutes for August 13, 2024

C. Approval of the Purchase and Sale Agreement for 321 E. Martin Luther King, Jr. Boulevard

12. Pulled Consent Agenda Items

13. CRA Advisory Board

A. Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting

B. Reports on Pending Assignments

14. Old Business

A. Update on the Status of the Permit in Accordance with the First Amendment to the Purchase and Development Agreement with BB1 Development LLC (aka Hyperion Group, LLC) ("BB1") for the Ocean One Project

B. Discussion and Consideration of Circuit Transit Inc.'s Contract Renewal for On-Demand Transportation Services

C. Discussion and Consideration of Purchase and Development Agreement with Maple Tree Investments, LLC for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard (REVISED 09/10/2024)

D. Continued Discussion and Consideration of Search for the New Executive Director

E. Continued Discussion and Consideration of Fiscal Year 2024-2025 Project Fund Budget

15. New Business

A. Consideration of Resolution No. R24-02 Adopting the CRA Budget for Fiscal Year 2024-2025

B. Discussion and Consideration of the Second Amendment to the Boynton Harbor Marina Management Agreement with Waypoint Marine, Inc.

C. Discussion and Consideration of Performance Measures and Standards per Fla. Stat. 189.0694

16. CRA Projects in Progress

A. Social Media & Print Marketing Update

B. CRA Economic & Business Development Grant Program FY 2023-2024 Year End Report

C. MLK Jr. Boulevard Corridor Mixed Use Project (d/b/a Heart of Boynton Village Apartments) Update - September 2024

17. Future Agenda Items

A. Discussion and Consideration of the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services - October 2024

B. Discussion and Consideration of Preliminary Designs for a Gateway Entrance Feature on the CRA owned property located at 1101 N. Federal Highway - October 2024

C. Continued Discussion and Consideration of Tax Increment Revenue Request from BB North LLC for The Villages located at 405 E. Ocean Avenue - October 2024

18. Adjournment

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CRA BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CRA SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CRA. PLEASE CONTACT THE CRA, (561) 737-3256, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CRA TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CRA'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CRA'S WEB SITE CAN BE OBTAINED FROM THE CRA OFFICE.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

OLD BUSINESS

AGENDA ITEM 14.C

SUBJECT:
Discussion and Consideration of Purchase and Development Agreement with Maple Tree Investments, LLC for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard (REVISED 09/10/2024)

SUMMARY:
The properties located at 401-411 E. Boynton Beach Boulevard (Attachment I) have been earmarked as a new retail operation for the United States Postal Service (USPS) which is currently located at CRA-owned property, 217 N. Seacrest Boulevard.

On December 12, 2023, Maple Tree Investments, LLC (MTI) was chosen by the CRA Board as the Developer of the USPS retail operation through an RFP/RFQ process (see Attachment II).

MTI and USPS requested a reduction in price from the original purchase offer of $917,000 to $817,000 (see Attachments III & IV). The request was approved by the CRA Board on August 13, 2024 (see Attachment V). Disposition of the land below market value will be brought before City Commission for approval at the next available meeting.

Attachments VI and VII are the Terms Sheet and the Purchase and Development Agreement as prepared by CRA legal and pursuant to Board direction.

FISCAL IMPACT:
No Financial Impact

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach CRA Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve the Purchase and Development Agreement with Maple Tree Investments, LLC for the new USPS retail operation located at 401-411 E. Boynton Beach Boulevard and allow the Board Chair to execute the agreement, pending final legal review and City Commission approval to dispose of the property below fair market value.

2. Do not approve the Purchase and Development Agreement with Maple Tree Investments, LLC for the new USPS retail operation located at 401-411 E. Boynton Beach Boulevard.

3. Provide alternative direction to staff upon further Board discussion.

ATTACHMENTS:

Description

- Attachment I - Property Location Map
- Attachment II - December 12, 2023 CRA Board Meeting Minutes
- Attachment III - Letter from MTI Request for New Purchase Price
- Attachment IV - July 31, 2024 USPS Email RE request for a reduced purchase price
- Attachment V - August 13, 2024 CRA Board Meeting Minutes
- Attachment VI - CRA Post Office Term Sheet Final (ADDED 09/10/2024)
- Attachment VII - Purchase and Development Agreement USPS - 401 E BB Blvd - September 9, 2024 Final w Exhibits (REVISED 09/10/2024)

Board Member Turkin moved to approve the Consent Agenda. Vice Chair Kelley seconded the motion. The motion passed unanimously.

12. Pulled Consent Agenda Items

There were none.

13. CRA Advisory Board

A. Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting

B. Reports on Pending Assignments

Mr. Tack mentioned that the CRA Advisory Board met on August 1 and reviewed the Cultural District. He stated that the Board will review the Industrial District at their September Meeting.

14. Old Business

A. Update on Negotiations with Maple Tree Investments in Response to the Second RFP/RFQ for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard

Mr. Tack stated that this is earmarked as a new retail operation for the United States Postal Service (USPS), which is currently located at the CRA owned property, 217 N. Seacrest Boulevard. He explained that on July 19, 2024, CRA staff received a letter from MTI offering a purchase price of the properties in the amount of $817,000, which wasa $100,000 reduction in price from the original purchase offer of $917,000. He stated that USPS also provided a request for a revised purchase price of $817,000, andMTI also verbally requested that part of the terms of the Purchase and Development Agreement would be to close on the properties once MTI had a fully executed lease from USPS and the building permit was issued.

Chair Penserga asked if there are any comments from the Board, there was none.

Richard Hancock expressed his gratitude.

Mr. Tack asked for direction from the Board and said that they will come back with a draft Purchase and Development Agreement within the next two meetings.

B. Presentation on Extension of the Boynton Harbor Marina Fuel Dock Hours and the Costs Associated with Management of the Extended Time - REVISED 08/13/2024

Brian Smith spoke about keeping up the marina findings for 6 months and stated that he is there for any questions. He said that the morning hours were not as good as the afternoon.

Board Member Turkin thanked Mr. Smith and said that he was sad to see that the morning was not great, but there was room for improvement. He asked who was purchasing the fuel after hours. He mentioned that he keeps receiving text messages that the location was not open early enough.