



TOWN OF LANTANA

**Town Hall
500 Greynolds Circle
Lantana, FL 33462**

**Town Council
April 27, 2026 - 6:00 p.m.**

For information regarding the procedures for public participation during a Town Council meeting, please refer to the end of this agenda.

***THIS TOWN COUNCIL MEETING CAN BE ACCESSED ONLINE FOR LISTENING PURPOSES ONLY. PLEASE SEE THE LAST PAGE FOR DETAILS.**

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Karen Lythgoe, Mayor _____
Christopher Castle, Vice Mayor _____
Jesse Rivero, Vice Mayor Pro Tem _____
Kem Mason, Councilmember _____
Mark Zeitler, Councilmember _____

LANTANA STAFF: Brian K. Raducci, ICMA-CM, Town Manager; R. Max Lohman, Town Attorney; Kathleen Dominguez, CMC, Town Clerk; and Maria Rios, Deputy Town Clerk

2. AGENDA APPROVAL.

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

3. STAFF AND COMMITTEE REPORTS:

- a. Town Council
- b. Town Manager

4. SPECIAL PRESENTATIONS:

- a. Proclamation Recognizing May 3-9, 2026, as Municipal Clerks Week.
- b. Proclamation Recognizing May 3-9, 2026, as Public Service Recognition Week.
- c. Proclamation Recognizing May 17-23, 2026, as National Public Works Week.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the April 13, 2026, Regular Town Council Meeting Minutes.

6. ORDINANCES AND RESOLUTIONS:

- a. None.

7. QUASI-JUDICIAL HEARINGS:

- a. None.

8. MISCELLANEOUS:

- a. Consideration of entering into a contract with SAK Construction LLC by piggybacking the City of Largo's Trenchless Sanitary and Storm Sewer Rehabilitation Services Contract No. 24-B-806 (Pipe Lining Services). Funding for these projects, in the aggregate amount of \$45,582, was approved in the FY 2025/26 Public Services Budget.
- b. Consideration of piggybacking the City of Boca Raton's contract with BLD Services, Inc. for a Townwide Wastewater Lateral Service Lines (Lateral Pipe Lining Services) Rehabilitation in an amount not to exceed \$32,750. Funding for the project was approved in the FY 2025/26 Public Services Budget.
- c. Consideration of Approval to Execute a Contingent Fee Agreement for Legal Services with Stag Liuzza, LLC, and Richard A. Harrison, P.A., Regarding Aqueous Film-Forming Foams (AFFF) PFAS Litigation.
- d. Consideration to Engage Weiss, Serota, Helfman, Cole, and Bierman for Legal Representation.

9. PUBLIC COMMENTS:

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

- 04/29/2026 - Promise Fund Mobile Screening Event, Library, 9:00 a.m. - 4:00 p.m.
- 05/01/2026 - Lantana Firefighters' Pension Fund Board Meeting, 7240 7th Place North, 2nd Floor Conference Room, West Palm Beach, FL 33411, 9:00 a.m.
- 05/11/2026 - Town Council Meeting, Town Hall Council Chambers, 6:00 p.m.
- 05/21/2026 - Town Council Workshop, Town Hall Council Chambers, 9:00 a.m.
- 05/21/2026 - Special Magistrate Hearing, Town Hall Council Chambers, 5:30 p.m.
- 05/25/2026 - Town Offices Closed in Observance of Memorial Day.
- 05/27/2026 - Planning Commission Meeting, Town Hall Council Chambers, 6:00 p.m.

11. COUNCIL COMMENTS:

12. ADJOURNMENT.

Listen to the Town Council Meeting: Visit <https://www.lantana.org/266/Town-Agendas> and click "View Event" next to the meeting date for the live broadcast. The link will be available when the meeting starts. The recording will be available on-demand after the meeting in the Past Events section.

PROCEDURES FOR PUBLIC PARTICIPATION

Any citizen is entitled to be heard on an official agenda item when the Town Council calls for public comment **OR** any matter not on the agenda under the "Public Comments" section. Citizens desiring to address the Town Council shall step up to the microphone at the podium, state their name and address in an audible voice for the record, and, unless the Chair grants additional time, shall limit their address to three (3) minutes. Citizens who wish to address the Council **MUST** complete a blue public comment card and present it to the Town Clerk before the item is discussed and wait for the Mayor to announce when it is their turn to speak. Likewise, if the public wishes to speak on a matter on the consent agenda, they must complete a blue card and present it to the Town Clerk before the start of the meeting.

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can

be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) working days' advance notice of any meeting, by contacting the Town Clerk at Lantana Town Hall, 500 Greynolds Circle, Lantana, Florida, (561) 540-5000.



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Proclamation Recognizing May 3-9, 2026, as Municipal Clerks Week.

ISSUE/BACKGROUND:

ATTACHMENT(S):

1. Proclamation for Municipal Clerk's Week 2026.docx



Proclamation

Municipal Clerks Week May 3 – 9, 2026

WHEREAS, the Office of the Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on the functions of local government and the community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED that I, Karen Lythgoe, Mayor of the Town of Lantana, Florida, do hereby recognize the week of May 3-9, 2026, as Municipal Clerks Week, and further extend my appreciation to our Town Clerk, Kathleen Dominguez, Deputy Town Clerk Maria Rios, and to all municipal clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the Town of Lantana, Florida, to be affixed this 27th day of April, 2026.

Mayor Karen Lythgoe

Attest:

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4b

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Proclamation Recognizing May 3-9, 2026, as Public Service Recognition Week.

ISSUE/BACKGROUND:

ATTACHMENT(S):

1. Proclamation for Public Service Recognition Week 2026.doc



Proclamation

Public Service Recognition Week May 3 – 9, 2026

WHEREAS, the Town of Lantana wishes to celebrate and thank our public servants at the local, State, and Federal levels who exemplify dedication to the common good; and

WHEREAS, Public servants are the lifeblood of our democracy; and

WHEREAS, they are our researchers and scientists, our front-line workers, our educators, our first responders, our elected officials, and our military service members, among countless others; and

WHEREAS, they are ordinary Americans who answer the call to do extraordinary things, giving their time and, in some cases, risking or giving their lives to make life better for all of us; and

WHEREAS, our public servants tackle the most complex problems facing our communities; and

WHEREAS, this week, the Town of Lantana encourages its citizens to celebrate and express gratitude toward public servants in Lantana and Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED that I, Karen Lythgoe, Mayor of the Town of Lantana, Florida, do hereby recognize the week of May 3-9, 2026, as Public Service Recognition Week, and extend my appreciation to the people who serve our nation as federal, state, local, and tribal employees.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Lantana, Florida, to be affixed this 27th day of April, 2026.

Mayor Karen Lythgoe

Attest:

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 4c

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Proclamation Recognizing May 17-23, 2026, as National Public Works Week.

ISSUE/BACKGROUND:

ATTACHMENT(S):

1. Proclamation National Public Works Week 2026.docx



Proclamation

National Public Works Week May 17 – 23, 2026

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Lantana and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Lantana to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT RESOLVED that I, Karen Lythgoe, Mayor of the Town of Lantana, Florida, do hereby recognize the week of May 17-23, 2026, as National Public Works Week, and extend my appreciation to the Public Services, Utilities, and Marine Safety staff in Lantana and nationwide.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Lantana, Florida, to be affixed this 27th day of April, 2026.

Mayor Karen Lythgoe

Attest:

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 5a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Approval of the April 13, 2026, Regular Town Council Meeting Minutes.

ISSUE/BACKGROUND:

ATTACHMENT(S):

1. 04-13-26 Draft Meeting Minutes.docx



TOWN OF LANTANA
Town Council Meeting Minutes
April 13, 2026

1. ROLL CALL, MOMENT OF SILENT PRAYER, PLEDGE OF ALLEGIANCE.

Mayor Lythgoe called the regular Town Council meeting to order at 6:00 p.m. in the Town Hall Council Chambers. Town Clerk Kathleen Dominguez called the roll and confirmed a quorum with all elected officials present.

Mayor Lythgoe led a silent prayer followed by the Pledge of Allegiance. During the moment of silence, Mayor Lythgoe remembered City of Coral Springs Vice Mayor Nancy Metayer Bowen.

2. AGENDA APPROVAL.

- a. Additions, substitutions, deletions.
- b. Agenda Approval.

Motion: Councilmember Mason made a motion to approve the agenda, as submitted. Councilmember Zeitler seconded the motion. Motion passed 5-0.

3. STAFF AND COMMITTEE REPORTS:

a. Town Council

Vice Mayor Pro Tem Rivero reported on his attendance at the Visioning Session and the Burger King Grand Opening on Friday, April 10, 2026. He also noted the success of the Town's Touch-a-Truck event held on Saturday, April 11, 2026.

Vice Mayor Castle concurred Mr. Rivero's assessment of the Touch-a-Truck event and commended Town staff for their efforts.

Councilmember Mason reported on his attendance at the School Advisory Council meetings for Lantana Elementary and Lantana Middle School, noting there were no major updates to share. He also praised staff for the successful execution of the Touch-a-Truck event.

Councilmember Zeitler echoed the previous comments.

Mayor Lythgoe commended staff for their creativity and hard work in organizing both the Eggstravaganza Egg Hunt and Touch-a-Truck events held on consecutive weekends. She noted that while members of the public expressed interest in more frequent events, she informed them that, as a small organization, the Town's capacity for such large-scale programming is limited.

b. Town Manager

Town Manager Raducci thanked sponsors, the community, and the Town Council for their support of recent Town events. He specifically recognized staff for their efforts in coordinating the Touch-a-Truck, Eggstravaganza, and the Visioning Session.

4. SPECIAL PRESENTATIONS:

- a.** Presentation of the 40-Year Council-Manager Form of Government Milestone Award to the Town of Lantana by the Florida City and County Management Association (FCCMA).

Mayor Lythgoe introduced the item and welcomed FCCMA representatives District IV Manager and Town Administrator for the Town of Haverhill, Tracey Stevens and District Manager At-Large and City Manager for the City of Greenacres, Andrea McCue.

Ms. Stevens and Ms. McCue formally presented the Milestone Award to Town Manager Raducci and Mayor Lythgoe, recognizing the Town's four (4) decades of commitment to the council-manager form of government.

Following the presentation, Mayor Lythgoe and Town Manager Raducci provided remarks expressing appreciation for the recognition and the Town's continued dedication to professional municipal management.

- b.** Proclamation Recognizing May 4 - 8, 2026, as Teacher Appreciation Week.

Mayor Lythgoe presented the Teacher Appreciation Week proclamation to Lantana Middle School Principal Edward Burke and representatives from Santaluces High School, Palm Beach Maritime Academy, and Barton Elementary.

Principal Burke expressed his appreciation to the Town for the proclamation.

- c.** Presentation by Grau & Associates, the Town's Auditors, of the Annual Comprehensive Financial Report for Fiscal Year 2024/25.

Mayor Lythgoe introduced the agenda item.

Finance Director Stephen Kaplan, reviewed the report's highlights and answered questions from the Councilmembers. He then introduced Ben Steets, Audit Partner from Grau & Associates.

Mr. Steets presented the findings from the annual audit and thanked the Town for continuing to work with Grau & Associates.

There were no public comments.

There was no discussion among the Councilmembers.

Motion: Vice Mayor Castle made a motion to accept and file the Annual Comprehensive Financial Report for the fiscal year ending September 30, 2025. Councilmember Mason seconded the motion. Motion passed 5-0.

- d. Presentation of the Read for the Record Palm Beach County 2025-2026 Small Municipality Winner.

Mayor Lythgoe proudly announced that the Town was named the 2026 Small Municipality Winner in the Read for the Record Palm Beach County, marking the Town's 3rd consecutive year receiving this honor.

Mayor Lythgoe presented the award to staff, specifically recognizing Library Director Kristine Kreidler, Library Manager Bailey Maxwell, Community Engagement & Outreach Coordinator Jennifer Sweeten, and Executive Assistant to the Town Manager, Maria Rios, for their instrumental roles in the campaign's success.

Library Director Kreidler expressed her gratitude to the volunteers and staff for their dedication to the program. She also extended special thanks to Jeanne Farnsworth for coordinating the planting activity held at the Library as part of the initiative.

5. APPROVAL OF THE CONSENT AGENDA:

- a. Approval of the March 23, 2026, Regular Town Council Meeting Minutes.

Motion: Councilmember Mason made a motion to approve the consent agenda, as presented. Vice Mayor Castle seconded the motion. Motion passed 5-0.

6. ORDINANCES AND RESOLUTIONS:

- a. Consideration of Ordinance No. O-05-2026, amending Chapter 17—Streets, Sidewalks, and Other Public Places, Article VI, Town Parks, by adopting new sections, 17-79 through 17-84, to establish a formal, coordinated process for managing special events on public property. **Remarks: First Reading**

Mayor Lythgoe introduced the agenda item.

Town Attorney Max Lohman read the following ordinance into the record:

ORDINANCE NO. O-05-2026

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LANTANA, FLORIDA, AMENDING CHAPTER 17 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES AT ARTICLE VI. TOWN PARKS, BY ADOPTING NEW SECTIONS 17-79 TO 17-84. TO DEFINE AND SET REGULATIONS FOR SPECIAL EVENTS ON PUBLIC PROPERTY; WITH SUCH SECTIONS BEING ENTITLED AS SET FORTH IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING THAT THE REMAINDER OF CHAPTER 17 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Town Clerk Dominguez provided an overview of the ordinance and its intent and answered questions from the Councilmembers.

There was a public comment from the following individual:

Alexander Hankinson, 896 N Federal Hwy, #528, Lantana, FL 33462, expressed concerns about the government placing limitations on event attendance for public gatherings.

Mayor Lythgoe clarified that the primary intent of the ordinance is to establish a consistent administrative process for staff to evaluate and process special event requests based on projected attendance, rather than to impose arbitrary limits on them.

A discussion ensued among the Councilmembers, with some praising it and others expressing concerns about government overreach, specifically the definition provided in section 17-80(b) for events on private property that spill into the Town's right-of-way.

Town Attorney Lohman clarified that the ordinance only requires permits when events are "likely to" impact public health, safety, or welfare, not when they "do not impact" these factors.

Motion: Vice Mayor Castle made a motion to approve Ordinance No. O-05-2026, on first reading. Vice Mayor Pro Tem Rivero seconded the motion. Motion passed 5-0.

Clerk's Note: The Second reading was deferred to a future workshop per the request of Vice Mayor Castle under Item 11 (Council Comments).

7. QUASI-JUDICIAL HEARINGS:

- a. None.

8. MISCELLANEOUS:

- a. Consideration of awarding a piggyback contract to M&M Asphalt Maintenance Inc., d/b/a All County Paving, for Townwide sidewalk repairs in the amount of \$73,981.28.

Mayor Lythgoe introduced the agenda item.

Public Services Director Eddie Crockett provided an overview and answered questions from the Councilmembers.

There were no public comments.

There was no discussion from the Councilmembers.

Motion: Councilmember Mason made a motion to approve the piggyback contract with M&M Asphalt Maintenance Inc., d/b/a All County Paving Inc., for the necessary Townwide sidewalk repairs in the amount of \$73,981.28, and to authorize the Town Manager to execute the same and any amendments thereto. Vice Mayor Castle seconded the motion. Motion passed 5-0.

9. PUBLIC COMMENTS:

Mark Hodnett, 812 N Atlantic Dr, Lantana, FL, 33462, spoke in opposition to Ordinance No. O-05-2026, specifically section 17-80(b) under the definitions. He said that the term "likely" is subject to interpretation and that some of the more disadvantaged communities, who want to have 80 people attend a birthday party and park in the swales.

Rosemary Mouring, 1445 W Branch St, Lantana, FL, 33462, thanked everyone for the community outreach and Nadine and her team for all of their hard work for the Eggstravaganza and Touch-a-Truck events.

10. FUTURE EVENTS/IMPORTANT DATES (subject to change):

Mayor Lythgoe read the future events and important dates.

11. COUNCIL COMMENTS:

Vice Mayor Castle requested to bring back Ordinance No. O-05-2026 to a workshop to discuss before the second reading. By consensus, the Town Council agreed to bring the ordinance forward for more discussion at a future workshop meeting before the second and final reading.

12. ADJOURNMENT.

The motion was made and carried unanimously. There being no further discussion, the meeting adjourned at 7:06 p.m.

ATTEST:

Mayor Karen Lythgoe

Kathleen Dominguez, CMC, Town Clerk



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 6a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: None.

ISSUE/BACKGROUND:

ATTACHMENT(S):



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 7a

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: None.

ISSUE/BACKGROUND:

ATTACHMENT(S):



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8a

PREPARED BY: Jerry Darr, Assistant Utilities Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Consideration of entering into a contract with SAK Construction LLC by piggybacking the City of Largo's Trenchless Sanitary and Storm Sewer Rehabilitation Services Contract No. 24-B-806 (Pipe Lining Services). Funding for these projects, in the aggregate amount of \$45,582, was approved in the FY 2025/26 Public Services Budget.

ISSUE/BACKGROUND:

The Utilities Division recommends entering into a contract with SAK Construction LLC for Townwide Wastewater Gravity Lines & Manhole Rehabilitation (Pipe Lining Services) by piggybacking on the existing contract with the City of Largo's Trenchless Sanitary and Storm Sewer Rehabilitation Services Contract No. 24-B-806, in the amount of \$45,582 in the aggregate.

This requirement was recommended in the Wastewater Facilities Condition Assessment Capital Improvement Plan as prepared by Mathews Consulting in 2014. In addition, the Town's utility staff has an ongoing program dedicated to inspecting and repairing gravity sewer mains throughout its wastewater collection and transmission system. As a result of their inspections, staff have determined widespread sewer line failures contributing to the inflow and infiltration of rainwater into the sewer system and street pavement failures. Funding for these projects, in the aggregate amount of \$45,582, was included in the FY 2025/26 Public Services Budget. The attached drainage map will show the locations. The locations are on Palama Way, Wynndale Way, La Costa Way, Sea Pines Way, Tradewinds Way, and Caribbean Way.

The existing contracts with SAK Construction LLC referenced above are on file with the Town Clerk and are available for inspection upon request. The Town Attorney has reviewed and approved the Agreement for Legal Sufficiency.

ATTACHMENT(S):

1. 1. Largo - Agreement.pdf
2. 4. Largo - Specifications.pdf
3. 5. Largo - Addendum.pdf
4. 6. Largo - Contractor's Bid.pdf
5. SAK Storm Proposal Remaining Lines 3.10.2026.pdf
6. Sea Pines Storm Drains.pdf
7. SAK_Construction_Piggyback_Agmt_-_Town_Atty_Final.docx

SAMPLE MOTION:

I move to (approve) (deny) the piggyback contract with SAK Construction LLC for Townwide Wastewater Gravity Lines & Manhole Rehabilitation (Pipe Lining Services) in the amount of \$45,582 in the aggregate and authorize the Town Manager to execute the same and any amendments thereto.

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

THIS AGREEMENT is by and between City of Largo ("Owner") and
SAK Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **the rehabilitation of pipelines and conduits (8 inch through 84 inch, and laterals) by various trenchless methods on an "as needed" basis. The trenchless pipe rehabilitation work includes wastewater and stormwater pipe cleaning, inspection, grouting, and lining services. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers, storm sewers, and force mains.**

This Work shall be assigned on a Task Order basis.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Trenchless Sanitary and Storm Sewer Rehabilitation Services Contract No. 24-B-806.**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the **City of Largo.**
- 3.02 Reference to ENGINEER in the Contract Documents shall be the OWNER, City of Largo Engineering Services Department. The OWNER will assume all duties and responsibilities, and will have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work for each Task Order will be substantially completed within the amount of time set forth in each respective Task Order for substantial completion, after the Contract Times commence to run as provided in the respective Task Order. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the amount of time set forth in each respective Task Order for final completion, after the Contract Times commence to run as provided in the respective Task Order.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be submitted to Norm Shaw, City of Largo Construction Manager, by the last calendar day of the month. Applications for Payment will be processed by Owner as provided in the General Conditions. All payments shall be applied for and paid in accordance with the Florida Prompt Payment Act, as set forth in chapter 218, Florida Statutes.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Task Order Price on the basis of Contractor's Applications for Payment in accordance with section 218.735, Florida Statutes (2018), during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage) for the duration of the Project.
 - b. Upon Substantial Completion, Contractor may request release of retainage, which will not be unreasonably withheld by the Owner.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Task Order Price as recommended by OSR as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of one percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. For each Task Order, Contractor shall visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. For each Task Order, Contractor shall carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. For each Task Order, Contractor shall consider the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor shall satisfy itself that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. For each Task Order, Contractor shall be aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. General Conditions.

3. Supplementary Conditions.
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda.
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Insurance Certificates.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Task Orders.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions. In interpreting this Agreement and resolving any ambiguities or conflicts amongst the Contract Documents, this Agreement takes precedence over the other Contract Documents and any inconsistency between remaining Contract Documents will be resolved in the following order:
 1. Specifications
 2. Addenda
 3. Supplementary Conditions
 4. General Conditions

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

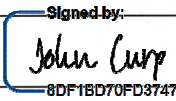
10.06 *Other Provisions*

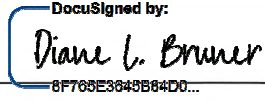
- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

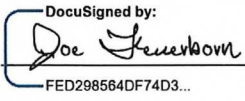
This Agreement will be effective on 10/3/2024 (which is the Effective Date of the Contract).

OWNER:

City of Largo
By:  Signed by: 8DF1BD70FD37471...
Title: John Curp, City Manager

Attest:  DocuSigned by: 8F768E3848B84D0...
Title: Diane L. Bruner, City Clerk

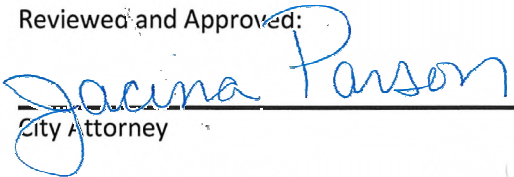
CONTRACTOR:

SAK Construction, LLC
By:  DocuSigned by: FED298564DF74D3... Joe Feuerborn
Title: VP, GM CIPP

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  DocuSigned by: 24EB743104EA4BD... Steve Stulce
Title: Controller

Reviewed and Approved:

 For
City Attorney

Address for giving notices:

John Curp, City Manager
201 Highland Avenue NE
Largo, FL 33770

Address for giving notices:

SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366

With required copy to:

Alan S. Zimmet, Esq.
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

License No: CGC1532913

SECTION 02740

CURED-IN-PLACE PIPE

PART 1 GENERAL

1.01 SCOPE

- A. It is the intention of this specification to provide for the trenchless restoration of gravity sanitary and storm sewers by the installation of a resin-impregnated, flexible tube which is inverted or inserted into the existing conduit and inflated by use of a hydrostatic head or air pressure. The resin is cured by elevating the temperature and circulating the fluid (water/air) used for the inflation to a proper level per manufacturer's recommendations for the thermosetting reaction. When cured, the finished pipe will be continuous and tight-fitting from manhole to manhole.
- B. The work covered by this section of the specifications includes the furnishing of all labor, tools, equipment, and materials, and performing all operations in connection with lining of existing sewers with a continuous cured in place (CIPP) pipe liner. The CIPP liner will be as specified herein. The work shall also include all necessary maintenance of traffic provisions, host pipe preparatory work required in advance of the lining operation, including, cleaning and removal of all debris, removal of protruding service connections, complete maintenance of all wastewater flows, reinstatement of service connections and sealing of liner ends at manholes, and the cleanup of the work site, including restoration of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged. When completed, the formed liner should extend from end-to-end of the section being lined in a continuous, tight fitting, pipe-within-a-pipe as specified herein.
- C. The bidder's attention is directed to the general conditions, section 6.31, SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER.

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01300 – Submittals
- B. Section 01510 – Temporary Construction Utilities
- C. Section 02650 – Sewer Cleaning
- D. Section 02731 –Television Inspection
- E. Section 02750 – Chemical Grouting
- F. Section 02762 – Sewer Service Lateral CIPP Lining

1.02 REFERENCES

- A. This specification references ASTM standards and other related standards, which are made a part hereof by reference and shall be the latest edition thereof.
 - 1. ASTM D-543 Standard Test Methods for Resistance of Plastics to Chemical Reagents

2. ASTM D-638 Standard Test Method for Tensile Properties of Plastics
3. ASTM - 695 Standard Test Method for Compressive Properties of Rigid Plastics
4. ASTM D790 Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
5. ASTM D903 Standard Test Method for Peel or Stripping Strength of Adhesive Bonds
6. ASTM D2290 Standard Test Method for Apparent Hoop Tensile Strength of Plastic or Reinforced Plastic Pipe
7. ASTM D2412 Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading
8. ASTM D5813 Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
9. ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
10. ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe
11. ASTM F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
12. ASTM F2561 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

1.03 SUBMITTALS

- A. After the award of the contract or issuance of work order, and before any materials are delivered to the job site, the Contractor shall submit the following in accordance with the requirements set forth in Section 01300 - Submittals:
 1. Performance Work Statement (PWS) summarizing the work to be completed. PWS shall include verification of conformance to these Specifications and a detailed description of the work plan including product delivery, installation schedule, cleaning operations, CCTV inspection, bypass pumping, traffic control, provisions for pipes with sags too large for lining, curing method, repair methods, service reconnections, third party testing laboratory, as-built procedures, warranty, Quality Control Plan (QCP), etc. The QCP shall define the Contractor's, Owner's, Engineer's, and testing labs' role in quality control.
 2. Detailed installation procedures; lining production schedule and location; testing procedures and schedule; quality control procedures; liner curing procedures including heat-up and cool-down rates, curing temperature and duration; and shipping and storage requirements, schedule, and procedures
 3. A complete list and description of all equipment and materials to be used during the lining operation.

4. Name of resin supplier and liner fabric supplier.
 5. Manufacturer's certification that all materials to be used meet the referenced standards and these specifications.
 6. Certification showing that the proposed installer is currently licensed by the Manufacturer to install the products referenced in this Specification.
 7. Manufacturer's approved procedure for material storage and handling, temperature control, liner insertion, curing requirements and trimming and finishing.
 8. Contractors procedure for sealing the CIPP liners from groundwater infiltration at manholes/access structures and service laterals
 9. Manufacturer's approved guidelines for minimum and maximum pressures, temperatures, and time durations to be used during liner inversion, cure, and cool down.
 10. Data on Contractor's monitoring equipment to be used during curing, type and tolerance of temperature gauges and thermocouples.
 11. Procedure for cool down and relieving static head after the CIPP liner is cured.
 12. Manufacturer's approved guidelines for factory and/or field (whichever applies) wet out procedures, including volume of resin per unit of liner, roller gap setting, mixing ratios and procedures for resin and catalyst/hardener, shelf life of resin, pot life of resin, and required wet out procedure to insure full saturation
 13. Design calculations, prepared by a professional Engineer, for the minimum liner thickness. Calculations shall be submitted at least two weeks prior to mobilization. All designs calculations shall reflect protocol outlined in ASTM F-1216 or ASTM F2019 and ASTM D2412 for "fully deteriorated gravity pipe conditions". The calculations shall demonstrate the appropriate wall thickness for each pipe segment and that the liner has been properly undersized to avoid the creation of wrinkles or folds. Tabular liner wall thickness calculations shall be provided for each pipe diameter in no less than 1-foot increments from 3 to 6 feet cover depth and in 2-foot increments thereafter. Special liner wall thickness calculations shall be submitted for installations with less than 3 feet of cover. The liner wall thickness shall be increased as required based on actual pipe ovality, as determined by the pre-installation CCTV inspection.
 14. A detailed resume of the field superintendent who will direct the work. The field superintendent shall have at least two- (2) year's field supervisory experience in trenchless pipeline reconstruction. The field superintendent shall be on the job full-time during all steps of the pipe installation.
- B. After installation of the liner, the Contractor shall submit the following in accordance with the requirements set forth in Section 01300 – Submittals and in Part 3 herein:
1. Cure Report, including the following documentation:

- a. Curing log, including temperatures, pressures, and times during the curing process to document that a proper cure has been achieved. Curing log shall be submitted immediately after the curing is complete for each line segment that is rehabilitated.
2. Pre and Post rehabilitation digital CCTV videos and NASSCO PACP data with proper PACP coding.

1.04 SAFETY

- A. The Contractor shall be aware that this contract requires work in active sewers and shall perform the work in compliance with all federal, state, and local requirements for safety in confined spaces, work zone safety, and hazardous materials. The Contractor shall conform to all guidelines set forth by the Occupational Safety and Health Administration (OSHA) and Federal Regulations 29 CFR Ch. XVII, Section 1910.146, Confined Space Entry.
- B. The Contractor shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions are identified and eliminated. The Contractor will report any condition to the Owner of Largo which may pose a threat to the health and welfare of employees of the Owner, Contractor, or the general public.
- C. The Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
- D. The Contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the lining operations. Any damage caused to the sewer segment or other public or private property as a result of the grouting operations shall be repaired at the Contractor's expense.
- E. The Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.

1.05 QUALIFICATIONS

- A. The Owner requires a proven and extensive track record for the CIPP liner system to be used under this agreement. All Contractors submitting bids must exhibit satisfactory experience in the installation of the proposed liner system and satisfactory evidence that the proposed liner system has been extensively and successfully installed in the United States and the State of Florida.
- B. The qualifications of the Contractor shall be submitted with the Bid Proposal. These qualifications shall include detailed descriptions and verification of the following requirements:
 1. At a minimum, the Contractor must have three (3) years of CIPP installation experience in the state of Florida
 2. Contractor shall have successfully installed at least 300,000 linear feet of CIPP lining in pipelines 12-inch diameter or less and 50,000 linear feet of CIPP lining in pipelines greater than 12-inch diameter, as applicable, using the specified method of installation and curing.
 3. The installer must be certified by the liner system manufacturer for installation of the liner system and shall submit a certified statement from the manufacturer that the Contractor

is a certified and/or licensed installer of the CIPP lining

4. An installation reference list of a minimum of three municipal clients that the Contractor has performed this type of work for, including contact names, phone numbers, pipeline diameter, linear footage of pipeline rehabilitated, and a description of the actual work performed.
 5. Contractors using subcontractors shall submit information about the sub-contractor (i.e. Name, experience records, jobs on which the general and sub-contractor have worked jointly, etc.).
- C. The Owner reserves full and complete authority to approve the satisfactory nature of both the liner system and the installer.

1.06 DELIVERY STORAGE AND HANDLING

- A. Care shall be taken in shipping, storage, and handling to avoid damaging the liner. Any liner damaged in shipment shall be replaced at no cost to the Owner and as directed by the Owner and/or Engineer.
- B. All materials shall be accompanied by test reports certifying that the material conforms to the specifications listed herein.
- C. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the Manufacturer.
- D. Any liner showing a split or tear, or which has otherwise received damage, shall be marked as rejected and immediately removed from the site.
- E. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing shall be rejected for use and shall be immediately removed from the site.
- F. The Contractor shall use all means necessary to protect pipe materials before, during and after installation and to protect the installed work and materials of all other trades.
- G. In the event of damage caused to materials, the Contractor shall make all repairs and replacement necessary to the approval of the Engineer at no additional cost to the Owner.

PART 2 MATERIALS

2.01 LINER

- A. The liner material shall meet the ASTM D-5813, Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
- B. Inversion: The sewed tube shall consist of one or more layers of absorbent non-woven felt fabric in accordance with the requirements of ASTM F1216.
- C. Pulled-in-Place: The tube shall consist of one or more layers of fiberglass laminate in accordance with the requirements of ASTM F2019 and ASTM F1743.
- D. The tube shall consist of one or more layers of a flexible needled felt or an equivalent

nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.

- E. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference for the length of the original conduit without any annular spaces between the liner and host pipe and be able to bridge short areas of missing pipe. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.
- F. The wet-out tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness.
- G. The outside layer of the tube (before wet-out) shall be coated with an impermeable, flexible membrane that shall contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) procedure.
- H. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- I. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- J. Seams in the tube shall be stronger than the seamless felt and shall meet the requirements of ASTM D5813.
- K. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
- L. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.
- M. The liner shall be fabricated from materials which, when cured, will be chemically resistant to internal exposure to constituents normally present in sanitary sewer and stormwater.
- N. Chemical grout designed for injection shall be: AV-100 chemical grout as manufactured by Avanti International, or approved equal.
- O. The CIPP shall have a minimum design life of fifty (50) years. The minimum design life shall be documented by submitting life estimates by national and/or international authorities or specifying agencies.
- P. The Contractor shall have performed long term testing for flexural creep of the CIPP material installed by his company. These testing results shall be used to determine the long term, time-dependent flexural modulus to be utilized in the product design. This testing shall include demonstration of performance of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) shall be used in design calculations for external buckling. The percentage, or the long-term creep retention value, utilized shall be

verified by this testing. Values more than 50 percent shall not be applied unless substantiated by qualified third-party test data. The materials utilized for this Project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.

2.02 RESIN SYSTEM

- A. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.
- B. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.

2.03 STRUCTURAL REQUIREMENTS

- A. The CIPP shall be design in accordance with the requirements of ASTM F1216 or ASTM F2019 or ASTM F1743, Appendix X1, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. If a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.
- B. The minimum CIPP wall thickness for any mainline sewer pipe shall be 6 millimeters.
- C. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work.
- D. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- E. Any reoccurrence may be cause for rejection of the work. The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (Initial)	D790	250,000 psi	400,000 psi	300,000 psi

Flexural Modulus (50 yr)	D790	125,000 psi	200,000 psi	150,000 psi
Tensile Strength	D638	3,000 psi	3,000 psi	4,000 psi

PART 3 EXECUTION

3.01 GENERAL

- A. Contractor shall clean the pipeline with a high-pressure water jet and hydraulically-powered root cutting equipment to remove all internal debris from the pipeline in accordance with Section 02731 – Television Inspection.
- B. Hydraulic cementitious patching material used for flow channel construction shall be installed as directed by the manufacturer.
- C. Sectional repairs will not be permitted

3.02 SEWER REPAIRS

- A. Any protruding pieces of concrete, dropped joints, or broken pipe shall be subjected to point repairs so that the pipe is left in a clean, smooth condition in all respects ready for lining, unless otherwise jointly determined by the Contractor, Engineer, and the Owner that the defect will not compromise the integrity of the liner.
- B. If conditions such as broken pipe and major blockages are found that will prevent proper cleaning, or where additional damage would result if cleaning is attempted or continued, the Contractor shall notify the Engineer immediately. The Contractor shall not line through pipe sagging more than 20 percent without written permission from the Engineer.

3.03 JOINT, CRACK, ANNULAR SPACE, AND LINER END CHEMICAL SEALING

- A. Prior to CIPP liner installation, all active leaks of a magnitude that will compromise the integrity of the liner shall be stopped at least one hour prior to installation of the liner using chemical seal grout, at no additional cost to the Owner.
- B. Chemical seal grout shall have the following properties:
 - 1. Chemical seal grout shall react quickly to form a permanent watertight seal.
 - 2. Resultant seal shall be flexible and immune to the effects of wet/dry cycles.
 - 3. Chemical seal grout shall be non-biodegradable and immune to the effects of acids, alkalis, and organics in sewage.
 - 4. Component packaging and mixing shall be compatible with field conditions and worker safety.
 - 5. Extraneous sealant left inside pipe shall be readily removable.
 - 6. Chemical seal grout shall be compatible with the CIPP liner resin system utilized.

The chemical sealing materials shall be acrylic resin-type and shall be furnished with activators, initiators, inhibitors, and any other materials recommended by the manufacturer for a complete grout system. Sealing grout shall be furnished in liquid form in manufacturer's standard containers. Sealing grout shall be AV-100 by Avanti International or Engineer-approved equal.

- C. The Contractor shall modify his equipment as necessary to seal the leaks. The Contractor's equipment and sealing method shall be approved by the Owner and Engineer prior to use. Extreme caution shall be utilized during leak sealing (pressure) operations to avoid damaging the already-weakened sewer pipe. If any damage occurs, it shall be repaired at the Contractor's expense and to the satisfaction of the Owner and Engineer. Excessive pumping of grout which might plug a service lateral shall be avoided. Any service laterals blocked by the grouting operation shall be immediately cleared by the Contractor at no expense to the Owner.

3.04 FLOW CONTROL

- A. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

3.05 LINER INSTALLATION

- A. The work to be performed under this specification shall be performed Monday through Friday, 7:00 a.m. through 5:00 p.m. The Owner acknowledges that the work to be performed may require performance of work outside of this time frame. All work performed outside of the stipulated time frame must be requested and approved in writing by the Owner a minimum of 72 hours in advance of performing such work. Communication, coordination, and other work-hour-related procedures shall be discussed as part of the preconstruction conference.
- B. Preparation
 - 1. It shall be the responsibility of the Owner to make all manhole access points open and accessible for the work, and to provide rights of access to these points. The Contractor shall immediately notify the Engineer of access points that cannot be opened due to obstruction by permanent structures. The Contractor shall be responsible to make all necessary provisions to ensure service conditions and structural conditions of the host pipe are suitable for installation and warranty of the liner. If a street must be closed to traffic because of the orientation of the pipeline, the Contractor shall be responsible for Maintenance of Traffic.
 - 2. The Contractor, when required, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. Cleaning shall conform to the requirements of Section 02731 –Television Inspection.
 - 3. Potable water from the Pinellas County water system shall be used for pipe cleaning and lining operations. The Contractor will obtain a portable potable water meter from the Pinellas County Utility (PCU) department and abide by all requirements set forth by PCU, as well as all applicable state and local regulations, regarding the use of the meter. The Contractor will be responsible for all water use fees, at no cost to the Owner. The Contractor is responsible for any damage resulting from improper use of hydrants. The Contractor will not use or obstruct fire hydrants in the event of a fire in the area. The Contractor shall not waste water from the Pinellas County system because of improper connections or hydrants left open

4. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP and a tight fit with the host pipe. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall suspend lining operations and notify the Engineer.
5. The pre-installation CCTV inspection of the pipeline shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections, in accordance with the Technical Specification Section titled Sanitary Sewer Line Cleaning and Sanitary Sewer Television Inspection. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP into the pipelines, and it shall be noted so that these conditions may be corrected. A videotape and suitable log shall be kept for later reference by the Owner.
6. The Contractor, when required, shall provide for the flow of sewage around the section, or sections, of pipe designated for rehabilitation. The bypass shall be made by plugging the line at the existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. The Contractor will be required to submit a detail of the bypass plan to the Engineer for prior approval.
7. The Contractor shall verify all existing pipe diameters prior to ordering liner materials.
8. The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 16 hours for any property served by the sewer. The Contractor shall be required to notify the Owner and all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to the Owner at least one week prior to service disconnecting.
9. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:
 - a. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.
 - b. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
 - c. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

C. Installation of Full Liner

1. Tube Insertion
 - a. The wet-out tube shall be inserted/inverted into the pipeline using as defined within relevant ASTM standards previously stipulated. The tube should be

inserted/inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

- b. The application of hydrostatic head, compressed air, or other means shall fully extend the liner to the next designated manhole or termination point and inflate and firmly adhere the liner to the pipe wall.
- c. The liner is to be install in a controlled manner at a rate sufficient to prevent damage to the tube. The installation rate shall not exceed 32 feet per minute. The installation head shall be such that, allowing for minor impact, at no tome shall the hoop tension in the felt exceed 500 psi or the hoop stress in the polyurethane membrane exceed 8,000 psi

D. Curing

- 1. The Contractor shall provide a suitable heat source and distribution system capable of delivering hot water, air and/or steam throughout the entire length of the liner to quickly and uniformly raise the temperature in the liner above the temperature required to commence the exothermic reaction of the resin, as determined by the catalyst system employed.
- 2. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water/steam supply to determine when uniform temperature is achieved throughout the length of the liner. Temperature in the liner during the initial and post cure period shall be as specified by the resin supplier. In addition to the gauges on the incoming and outgoing water/steam supply, there shall be thermo couples placed between the liner and the sewer pipe at the end of the liner being cured to accurately measure the liner temperature. The Contractor shall submit, in writing, for approval, his method of monitoring line curing temperatures.
- 3. A record every 15 minutes of the temperature reading of the thermocouple shall be kept and submitted for each section lined to the inspector or Engineer.
- 4. Initial cure shall be deemed to be completed when inspection of the exposed portions of liner appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure temperature shall be held for the period recommended by the resin manufacturer, during which time the distribution and control of the curing medium shall continue. The curing process for the CIPP shall consider the host pipe material, resin/catalyst system, ambient temperature, moisture level and thermal conductivity of the soil.

E. Cool-Down

- 1. The hardened liner shall be cooled at rate that is no faster than the resin manufacturer's recommendations. If no guidance is available, no faster than 10 degrees per hour should be performed. The liner shall reach a temperature below 100 degrees F before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water or air into the lined pipe. Super cold air shall not be utilized to increase the cooling rate. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed liner.

3.06 FINISH

- A. The finished pipe liner shall be continuous over the entire length of an insertion run and be as free as, commercially practicable, from visual defects such as foreign inclusions, pinholes, and de-lamination. The pipe liner shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground through the sidewall of the lined pipe.
- B. Any defects which will, or could, affect the integrity of strength of the liner shall be repaired at the Contractor's expense, in a manner approved by the Owner.
- C. The beginning and end of the new CIPP pipe liner shall have manufacturer approved end restraints installed and be sealed to the rehabilitated host pipe using a product equal to "3M 5600 Polyurethane Grout" and a compatible acrylic additive. At the time of final inspection, there shall be no evidence of groundwater infiltration through the annular space between the liner and the host pipe. All manhole terminations sealed by grout shall also require a smooth, uniformed concrete transition between the manhole wall, bench, and invert.

3.07 SERVICE REINSTATEMENT

- A. After the pipe liner has been cured, the Contractor shall internally reconnect the existing service connections. The Contractor shall be responsible to confirm the active laterals prior to reconnection. In the case of non-man entry pipes, reconnection shall be performed from the interior of the pipeline by means of the television camera and a cutting device that re-establishes them to not less than 98 percent diameter. All reinstated services shall be cut neat and smooth and shall be wire brushed and smoothed to prevent collection of solids and potential blockages at service connections.

3.08 LATERAL SEALING

- A. Prior to starting work, the Contractor shall determine if leaks at service laterals can be fixed from the pipe interior. If excavation at the service lateral within the right-of-way is required, the Owner reserves the right to delete the sewer span between manholes from the work assignment at its discretion. If the service lateral is leaking upstream of the right-of-way line, the Contractor shall notify the Engineer.
- B. Sewer service reconnections shall be sealed with the use of equipment which consists of a closed-circuit television system and a special sealing packer device, along with the necessary chemical sealant containers, pumps, controls, regulators, valves hoses, etc. The special lateral sealing packer with an inversion tube or bladder, 36 inch minimum length, to reach up into the service pipe shall be so constructed that it can straddle four (4) to six (6) inch diameter service connections in eight (8) inch or larger main sewer lines. When properly positioned, and with the end elements inflated, a special inflatable sealing tube shall be extended up the service connection, thereby isolating a portion of the service connection containing one or more pipe joints for sealing. The control unit for the device shall have provisions for accurately controlling the packer functions in addition to monitoring the inflation pressure and the void pressure in the isolated area to sealed.
- C. After the packer device has been properly positioned in the main line, with the inflatable tube extended into the service connection, the connection shall be sealed by the injection of the chemical sealant. The chemical sealant shall be injected through the special packer device into the annular space between the inflatable tube and the service connection. The injection of the chemical sealant shall continue until the chemical fluid back pressure is enough to insure the complete sealing of all the defects along the length of the inflatable tube.
- D. After the service connection has been successfully sealed, the following procedures shall

be performed to ensure that the sealing operation did not block the service connection.

1. The inflatable tube shall be removed from the connection.
 2. The packer and elements shall be deflated.
 3. The special packer shall be moved forward, and the 360° CCTV camera shall be positioned in the center of the service connection and rotated to look up the service connection to insure that the chemical sealant did not cause blockage.
- E. If blockage is observed, the chemical sealant shall be removed to ensure the service connection is free flowing.
- F. The chemical sealant used shall be in accordance with the requirements set forth in the specifications, or as approved by the Engineer.
- G. At the time of final inspection, there shall be no evidence of groundwater infiltration entering the lined pipe from between the liner and the host pipe at the service laterals.
- H. Lateral Seal Test
1. At the direction of the Engineer, the Contractor shall pressure test the lateral connection seal.
 2. The Contractor shall position a bladder packer over the lateral opening and inflate the inversion tube to isolate the lateral. The bladder shall be pressurized to four (4) PSI plus 0.5 PSI for each foot of groundwater above the sewer invert. Maximum pressure shall be nine (9) PSI.
 3. Once the required pressure has been achieved, the air supply shall be disconnected, and the time required for the void pressure to drop 0.5 PSI shall be recorded. If the pressure drops more than 0.5 PSI in less than ten (10) seconds, the lateral shall be regouted and retested.

3.09 FIELD QUALITY CONTROL

- A. For all runs of CIPP liner and where the thickness of the liner changes, the Contractor shall take samples and shall test them in accordance with Article 3.07 herein.
- B. Where the pipe diameter is less than or equal to 15 inches, the samples shall be restrained-type samples made by extending the liner through a form with a diameter as close as possible to the existing pipeline. The formed sample shall be provided with insulation to contain cure heat as well as a heat sink, such as sandbags, for cool down. The length of the tube shall be large enough to provide at least five samples.
- C. Where the pipe diameter is greater than 15 inches, a plate sample shall be prepared. The test sample shall be fabricated from the material taken from the liner and cured in a clamped mold with the resin used in the liner construction placed in the down tube.
- D. Test specimens shall be clearly marked in indelible ink to identify the name of the Project, location, appropriate lateral or main section, work order number, date of installation, and orientation to the top of the pipe (direction of up) so the results can be correlated to the work performed. All test results shall use this designated labeling as a reference.

- E. The extraction and labeling of test specimens shall be performed by the Contractor in the presence of the Owner and/or Engineer. The Owner and/or Engineer and Contractor shall, upon completion of sample extraction and labeling, all sign a chain-of-custody form that shall subsequently accompany the sample at all times and shall ultimately be received and signed at the testing laboratory. Test reports shall include a copy of the chain-of-custody form with all signatures to ensure that reported test results are for the correct sample.
- F. Each sample shall be large enough to provide at least five total specimens for testing. One test for thickness, flexural strength, and flexural modulus shall be conducted in accordance with ASTM F1216 or ASTM F2019, ASTM D790, and ASTM D2290 for each run of lines. The material shall meet the initial strength requirements of Table 1 of ASTM F1216 or ASTM F2019 (UV cured).

3.10 WET-OUT AND CURE REPORT

- A. The Contractor shall submit wet-out and cure reports documenting the specific details of the liner's vacuum impregnation and saturation with resin and the CIPP installation of the liner. A report shall be generated for each liner installation. Copies of all wet-out and cure records shall be submitted to the Owner and Engineer on a weekly basis and prior to submitting an Application for Payment on which payment for the specific liner(s) included in the wet-out and cure records is requested. If the wet-out and cure reports are not submitted prior to the associated Application for Payment, payment for the work will not be made and the Application for Payment will be rejected. At a minimum, the report shall include:

1. Contractor name
2. Owner's Contract number
3. Line identification and location
4. Date and time of wet-out
5. Identification of sample(s) and name of technician(s)
6. Date of installation in sewer
7. Inside diameter of host sewer pipe
8. Liner thickness
9. Liner length
10. Liner and resin batch numbers
11. Resin type
12. Wet-out length
13. Roller spacing
14. Vacuum setting
15. Quantity of resin and catalyst utilized

16. Name of wet-out technician(s)

17. Time wet-out started and completed

18. Applicable remarks

19. Heat Cure: Boiler and liner heating fluid (water or steam) pressure and temperature versus time log during cure period

20. Cool down report

3.11 TESTING REQUIREMENTS

- A. Testing on physical samples from a random 20 percent of cured lines shall be performed, unless a pattern of failure occurs, at which point the Owner or Engineer can request additional testing at no cost to the Owner. All of the costs for sample collection and testing shall be included in the amount bid for the applicable Bid Item for CIPP lining, and no separate payment shall be made.
- B. For each inversion length, one CIPP sample shall be cut from a section of cured CIPP that has been inverted through a like-diameter pipe at an intermediate manhole or at the termination point. This sample pipe shall have been held in place by a suitable heat sink such as sandbags. Other sampling techniques may be required for special situations.
- C. The Contractor shall submit a method to the Owner and Engineer for review and approval for obtaining representative samples from the installed liners in accordance with Article 3.06 herein. These samples shall be tested by a third-party ASTM-certified testing laboratory at the Contractor's expense to verify compliance with the installed material specifications. The Contractor shall produce these test samples when directed by the Owner and/or Engineer.
- D. The CIPP shall meet the chemical resistance requirements of ASTM F1216 or ASTM F2019. CIPP samples for testing shall be of a tube and resin system similar to that proposed for actual construction. CIPP samples, both with and without plastic coating, shall meet these chemical testing requirements. The CIPP samples shall be prepared and the samples' physical properties tested in accordance with ASTM F1216, ASTM F2019, or Section 8 of ASTM F1743 using either proposed method. Wall thickness of samples shall be in accordance with paragraph 8.1.6 of ASTM F1743.
- E. The installed CIPP liner shall be leakage tested in accordance with ASTM F1216. The leakage testing shall be conformed before the service connections are re-instated. The Contractor may perform air testing in lieu of water leakage test. The Contractor shall perform a 4 psi air test on the segment after curing the CIPP and prior to internally re-instating laterals on 18-inch and smaller diameter sewers. The CIPP shall be able to hold a 4 psi pressure for a 5-minute minimum duration after a 2-minute stabilization period. Any lining not able to meet the water leakage test or air test shall be repaired and retested at no additional cost to the Owner.
- F. When post-installation thickness measurements and/or physical property testing is performed, installed liners which do not pass these material tests will be accepted at reduced payment or rejected as follows:
 - 1. Full Payment: If the thickness, flexural strength, and flexural modulus of elasticity of installed liner are all equal or greater than 95 percent of specified values, full payment will be made.

2. Reduced Payment: If the thickness, flexural strength, or flexural modulus of elasticity of installed liner is between 90 and 94.9 percent of specified value, payment will be made based on an adjusted amount, which shall equal the appropriate unit price bid multiplied by a Value Factor calculated as follows:

Value Factor = Thickness x Flexural Strength x Flexural Modulus of Elasticity (all percentages expressed as decimals)

3. Rejected: If the thickness, flexural strength, or flexural modulus of elasticity of installed liner is 89.9 percent or less of specified value, product may be rejected.

3.12 FINAL ACCEPTANCE

- A. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delaminations, uncured resin, etc. No pinholes, splits, cracks, thin spots, dry spots, lifts, ridges, or other defects in the CIPP liner shall be permitted. There shall be no visible infiltration through the liner or from behind the liner at manholes and service connections. Wrinkles in the finished liner that cause backwater, reduce the pipe's hydraulic capacity or structural stability, or create voids between the liner and pipe wall are unacceptable. Wrinkles shall neither exceed 10 percent of the diameter of the host pipe nor impede flow at any time, as determined by the Owner's Representative.
- B. Cut ins and attachments at service connections shall be neat and smooth. All service connections shall be open, clear, and watertight. The liner opening shall neatly conform to the opening in the host pipe and shall be free of burrs or debris.
- C. The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet-out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.
- D. After installation of the pipe liner and reinstatement of service connections, the Contractor shall perform a TV inspection in the presence of the Owner's Representative. A radial view TV camera shall be used. The finished pipe liner shall be continuous over the entire length of each installation. The pipe liner shall be free of significant visual defects, damage, deflection, holes, and the like, other than in areas of reduced host pipe cross section, wherein a minor longitudinal fold may have formed. Any deformities in the liner, not caused by irregularities in the host pipe that significantly restrict the sanitary sewer flow as determined by the Engineer, shall be repaired by the Contractor at no cost to the Owner. Reinstated service connections shall be neat, smooth, and properly grouted to prevent infiltration of groundwater.
- E. Defective lining shall be removed and the pipe re-lined at no additional cost to the Owner. If the host pipe is damaged during the removal process, Contractor shall perform a point repair at Contractor's expense. Prior to removing or repairing any defective lining, the Contractor shall supply a complete CCTV inspection of the CIPP segment to the Engineer.
- F. Preliminary field acceptance of the liner shall be based on the Owner's and/or Engineer's evaluation of the installation and curing data, results of air testing where required, and review of the digital CCTV recordings.
 1. Groundwater infiltration shall not be observed through the liner.

2. There shall be no evidence of splits, cracks, breaks, lifts, kinks, delaminations, or crazing in the liner.
 3. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.
- G. Final acceptance of the liner shall be based on the preliminary field acceptance of the liner by the Owner and/or Engineer as previously listed and on the results of the certified laboratory tests on the liner specimens as previously listed.
- H. Liners meeting or exceeding the certified thicknesses and specified strengths, as evidenced by the certified laboratory testing results, shall be paid for as specified above.

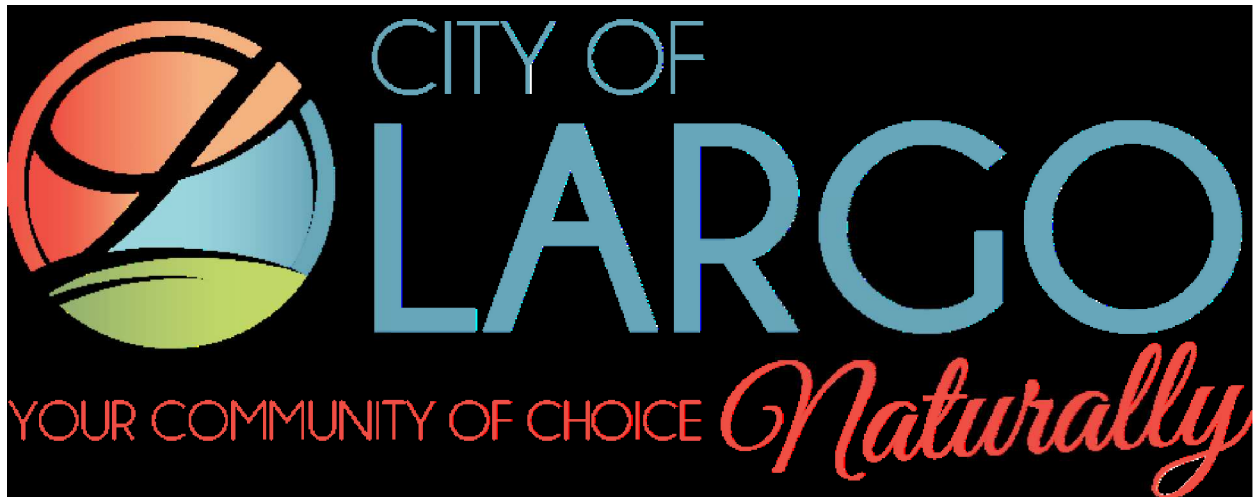
3.13 CLEAN-UP

- A. After the pipe liner installation has been completed and inspected, the Contractor shall clean up the project area. All excess material and debris not incorporated in the permanent installation shall be disposed of by the Contractor. The Contractor, in accordance with State and Federal laws and regulations shall dispose of all excess material and debris not incorporated in the permanent installation. The project area affected by the Contractor's operations shall be restored to original condition, or better.

3.14 WARRANTY

- A. The manufacturer shall warrant the pipe liner to be free from defects in raw materials for one (1) year from the date of delivery. The Contractor shall warrant the pipe liner installation for a period of two (2) years from the date of acceptance described above. During the Contractor warranty period, any defect, which materially affects the integrity or strength of the pipe liner, shall be repaired at the Contractor's expense in a manner mutually agreed to by the Owner and the Contractor.
- B. If a liner fails to reform, the Contractor shall be required to remove the failed liner at no additional cost to the Owner. This shall include, but not be limited to, all material, excavation, backfilling, cutting concrete, pipe, shoring, temporary pavement, permanent pavement, permits, and other incidental work required to remove the liner from the host pipe. If removal is not feasible, or if removal will cause more harm than acceptable to the host pipe, alternatives may be proposed by the Contractor to the Engineer for review and approval. The integrity of the existing pipe, where the liner was removed, shall be rehabilitated by installing another new pipe section. There shall be no direct payment for this work

[END OF SECTION]



ADDENDUM # 1

ITB 24-B-806

TRENCHLESS SANITARY AND STORM SEWER REHAB SERVICES

TO: POTENTIAL PROPOSERS

FROM: Kezia Southern, Procurement Analyst

DATE: July 18, 2024

PLEASE NOTE THE FOLLOWING INFORMATION REGARDING THIS ITB

- **Bid deadline extended to August 1, 2024 at 4pm**
- Local Preference Policy applies to this bid and the supplemental form has been added to Demandstar
- Questions and answers provided in Demandstar. Document labeled "Questions"

Please return the signed original of this Addendum with your ITB package.

I have read and understand this addendum.

SIGNATURE: _____

FIRM: _____

PRINTED NAME AND TITLE: _____

EXHIBIT A

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 1	Cured-In-Place Pipe (CIPP) Main Line Lining				
1	8 in. x 6 mm CIPP	17,500	LF	\$ 47.75	\$ 835,625.00
2	Cost for each 1.5 mm Increase in Thickness of 8 in. Liner	7,500	LF	\$ 1.00	\$ 7,500.00
3	10 in. x 6 mm CIPP	3,750	LF	\$ 50.00	\$ 187,500.00
4	Cost for each 1.5 mm Increase in Thickness of 10 in. Liner	2,500	LF	\$ 1.25	\$ 3,125.00
5	12 in. x 6 mm CIPP	1,250	LF	\$ 60.00	\$ 75,000.00
6	Cost for each 1.5 mm Increase in Thickness of 12 in. Liner	750	LF	\$ 1.50	\$ 1,125.00
7	15 in. x 6 mm CIPP	500	LF	\$ 100.00	\$ 50,000.00
8	Cost for each 1.5 mm Increase in Thickness of 15 in. Liner	250	LF	\$ 5.50	\$ 1,375.00
9	18 in. x 6 mm CIPP	500	LF	\$ 115.00	\$ 57,500.00
10	Cost for each 1.5 mm Increase in Thickness of 18 in. Liner	250	LF	\$ 7.00	\$ 1,750.00
11	21 in. x 7.5 mm CIPP	125	LF	\$ 125.00	\$ 15,625.00
12	Cost for each 1.5 mm Increase in Thickness of 21 in. Liner	75	LF	\$ 10.00	\$ 750.00
13	24 in. x 7.5 mm CIPP	250	LF	\$ 150.00	\$ 37,500.00
14	Cost for each 1.5 mm Increase in Thickness of 24 in. Liner	125	LF	\$ 14.00	\$ 1,750.00
15	30 in. x 9 mm CIPP	250	LF	\$ 285.00	\$ 71,250.00
16	Cost for each 1.5 mm Increase in Thickness of 30 in. Liner	125	LF	\$ 26.00	\$ 3,250.00
17	36 in. x 10.5 mm CIPP	250	LF	\$ 310.00	\$ 77,500.00
18	Cost for each 1.5 mm Increase in Thickness of 36 in. Liner	125	LF	\$ 31.00	\$ 3,875.00
19	42 in. x 10.5 mm CIPP	200	LF	\$ 550.00	\$ 110,000.00
20	Cost for each 1.5 mm Increase in Thickness of 42 in. Liner	100	LF	\$ 33.00	\$ 3,300.00
21	48 in. x 12 mm CIPP	200	LF	\$ 575.00	\$ 115,000.00
22	Cost for each 1.5 mm Increase in Thickness of 48 in. Liner	100	LF	\$ 37.00	\$ 3,700.00
23	54 in. x 12 mm CIPP	150	LF	\$ 600.00	\$ 90,000.00
24	Cost for each 1.5 mm Increase in Thickness of 54 in. Liner	100	LF	\$ 41.00	\$ 4,100.00
25	60 in. x 12 mm CIPP	150	LF	\$ 625.00	\$ 93,750.00
26	Cost for each 1.5 mm Increase in Thickness of 60 in. Liner	100	LF	\$ 48.00	\$ 4,800.00
27	72 in. x 12 mm CIPP	150	LF	\$ 650.00	\$ 97,500.00
28	Cost for each 1.5 mm Increase in Thickness of 72 in. Liner	100	LF	\$ 59.00	\$ 5,900.00
29	84 in. x 12 mm CIPP	100	LF	\$ 700.00	\$ 70,000.00
30	Cost for each 1.5 mm Increase in Thickness of 84 in. Liner	75	LF	\$ 71.00	\$ 5,325.00
Group 1 Total Bid:				\$ 2,035,375.00	

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 2 Cured-In-Place Pipe (CIPP) Service Lateral Lining					
31	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	250	EA	\$ 450.00	\$ 112,500.00
32	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	2,500	LF	\$ 1.00	\$ 2,500.00
33	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	100	EA	\$ 200.00	\$ 20,000.00
34	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	1,250	LF	\$ 0.50	\$ 625.00
35	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	125	EA	\$ 4,550.00	\$ 568,750.00
36	CIPP Lateral Liner, 4" - 6" Dia. Per LF Beyond Initial 30 Ft.	1,875	LF	\$ 10.00	\$ 18,750.00
37	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	50	EA	\$ 2,600.00	\$ 130,000.00
38	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	5	EA	\$ 2,875.00	\$ 14,375.00
39	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	50	EA	\$ 3,195.00	\$ 159,750.00
40	Clean-Out Installation (Beyond 5 ft. in depth)	75	VF	\$ 225.00	\$ 16,875.00
Group 2 Total Bid:				\$ 1,044,125.00	
Group 3 Joint Sealing with Chemical Grout					
41	Test Joint - 8" Dia.	1,500	EA	\$ 60.00	\$ 90,000.00
42	Test Joint - 10" Dia.	500	EA	\$ 60.00	\$ 30,000.00
43	Test Joint - 12" Dia.	500	EA	\$ 60.00	\$ 30,000.00
44	Grout Seal Failed Joints - 8" Dia	1,000	EA	\$ 40.00	\$ 40,000.00
45	Grout Seal Failed Joints - 10" Dia	375	EA	\$ 40.00	\$ 15,000.00
46	Grout Seal Failed Joints - 12" Dia	375	EA	\$ 40.00	\$ 15,000.00
47	Seal Service Lateral Connections	125	EA	\$ 355.00	\$ 44,375.00
Group 3 Total Bid:				\$ 264,375.00	
Group 4 Common Work Tasks					
48	Mobilization, < /= 1,200 LF or < /= 10 Lateral Liners per Task Order	5	EA	\$ 5,000.00	\$ 25,000.00
49	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	10	EA	\$ 2,500.00	\$ 25,000.00
50	Maintenance of Traffic, FDOT	5	DAY	\$ 2,050.00	\$ 10,250.00
51	Maintenance of Traffic, City/County Arterial/Collector	15	DAY	\$ 535.00	\$ 8,025.00
52	Maintenance of Traffic, City/County Minor/Residential	25	DAY	\$ 50.00	\$ 1,250.00
53	Work in Rear Easements and/or Away From Travelways	15	EA	\$ 1,600.00	\$ 24,000.00
54	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	250	LF	\$ 6.50	\$ 1,625.00
55	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	250	LF	\$ 8.50	\$ 2,125.00
56	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	150	LF	\$ 16.00	\$ 2,400.00
57	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	150	LF	\$ 23.00	\$ 3,450.00

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
58	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	100	LF	\$ 37.00	\$ 3,700.00
59	Hammer Tap Removal	5	EA	\$ 265.00	\$ 1,325.00
60	Lateral Reinstatement and Grouting (Groups 1, and 2)	250	EA	\$ 400.00	\$ 100,000.00
61	Warranty Cleaning and CCTV Inspection	7,500	LF	\$ 2.75	\$ 20,625.00
Group 4 Total Bid:				\$ 228,775.00	

Grand Total: \$3,572,650.00



636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

March 10, 2026

Darrell Blom
Town of Lantana
561.540.5778
dblom@lantana.org

Reference: Town of Lantana Storm Priority Lines TV and Clean

Dear Darrell,

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Group 4		Common Work Tasks			
49	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	EA	\$ 2,500.00	1	\$2,500.00
55	Specialty Cleaning, 10" -18" Dia. (Groups 1, and 2)	LF	\$ 8.50	2,612	\$22,202.00
56	Specialty Cleaning, 24" -36" Dia. (Group 1 Only)	LF	\$ 16.00	1,305	\$20,880.00
Total					\$45,582.00

SAK Construction, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies, and supervision necessary to perform the work items noted above, in accordance with the following contract:

City of Largo, FL
Trenchless Sanitary and Storm Sewer Rehabilitation Services Contract No. 24-B-806

NOTE:

- The completion of the proposed work will be completed per a mutually agreed schedule between SAK and the Owner
- Proposal includes estimated items and quantities
 - Actual items and quantities will be billed for the work complete
- Work outside of the contract's scope will be at a negotiated price agreed upon by SAK and the Owner

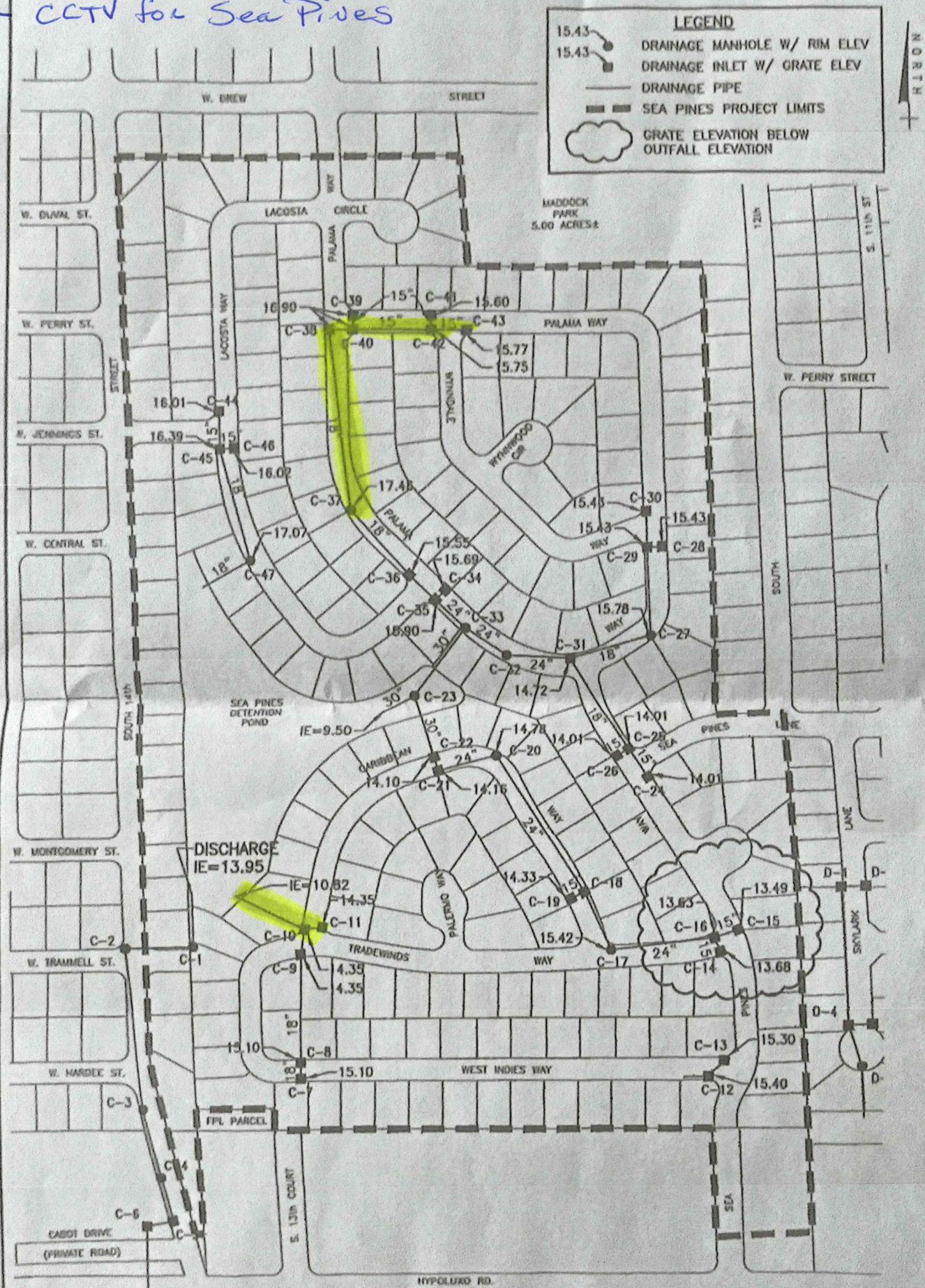
Thank for the opportunity to quote on this project. Please call if you have any questions.

Sincerely,
SAK Construction, LLC

A handwritten signature in black ink, appearing to read 'R. Robertson', with a long horizontal stroke extending to the right.

Richard Robertson
Business Development Account Manager
(407) 488-9331
rrobertson@sakcon.com
Southeast CIPP Division

CCTV for Sea Pines



SEA PINES DRAINAGE SYSTEM EVALUATION

INLET GRATE ELEVATIONS
FIGURE 5

MATHEWS CONSULTING *M*
CIVIL ENGINEERS
4115 Kingsway Avenue, Suite 200, West York, Ontario, M3J 1K5
Tel: (416) 491-1111 Fax: (416) 491-1112

AGREEMENT	
Town of Lantana	Contractor: SAK Construction LLC
<i>Piggy-back Agreement: City of Largo Contract No. 24-B-806 – Trenchless Sanitary and Storm Sewer Rehabilitation Services</i>	864 Hoff Road O’Fallon, MO 63366

This Agreement is hereby entered into this 27th day of April, 2026, the effective date, by and between SAK Construction, LLC, a Missouri limited liability company authorized to do business in the state of Florida ("SAK") whose principal address is 864 Hoff Road, O’Fallon, MO 63366 (“Contractor”) and the Town of Lantana, Florida, a municipal corporation (“Town”).

WITNESSETH:

Town and Contractor, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

1. Town and Contractor hereby enter into this Agreement for Townwide Wastewater Gravity Lines & Manhole Rehabilitation Services (Pipe Lining Services) pursuant to the **Scope of Work** attached hereto, at the piggy-backed unit rates and service pricing rates set forth in the City of Largo’s Bid No. 24-B-806 for Trenchless Sanitary and Storm Sewer Rehabilitation Services, City of Largo’s Contract No. 24-B-806 and the Contractor’s price proposal to the Town, dated March 10, 2026 (the “Piggy-back Agreement”). This Agreement will commence on the date first written above and shall continue in full force and effect for a period of one (1) year.
2. All terms and conditions of this Agreement are as specifically set forth herein and the Piggy-back Agreement, including all documentation required thereunder as Exhibit “A” and the Scope of Work, as Exhibit “B”, both exhibits are hereby incorporated herein and made a part hereof. Contractor shall not commence any work pursuant to this Agreement until the Town properly issues Notices to Proceed (“NTP”) to provide the goods and services set forth in Exhibit B.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail, return receipt requested or hand delivered to the parties at the following address:

Town: Town of Lantana 500 Greynolds Circle Lantana, Florida 33462 Attention: Brian Raducci	Contractor: SAK Construction LLC 864 Hoff Road O’Fallon, MO 63366 Attention: Joseph Feuerborn, General Manager
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4. The parties hereby recognize and acknowledge that time is of the essence for the completion of the work described in this Agreement. The time to achieve substantial and final completion of the Work will be set forth in the Notice to Proceed. The parties agree that any delay in the completion of the work described herein shall constitute a material breach of this contract. The parties further recognize that the Town will suffer damage and/or financial loss if the work is not timely completed in accordance with the

construction schedule set forth in the Notice to Proceed. The parties also recognize the time, expense and difficulties involved in proving in a legal proceeding, the actual losses or damages suffered by the Town if the work is not completed on time. Accordingly, instead of requiring any such proof, the parties agree that Contractor shall pay liquidated damages for delay, but not as a penalty, in the amount of Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires, beginning with the 1st day following the last day for substantial completion as set forth in the Notice to Proceed, notwithstanding any proper extension of time granted by the Town.

5. This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The Town shall not be obligated or liable for any future payments due or for any damages as a result of termination hereunder.

6. The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that a termination is in the Town's interest. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

7. After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- a. Stop work as specified in the notice.
- b. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- c. Terminate all subcontracts to the extent they relate to the work terminated.
- d. Complete performance of the work not terminated.
- e. For contract work performed before the effective date of termination, the Town will pay for the cost of this work.

8. Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

9. The Town's obligations under this Agreement are specifically conditioned upon the availability of lawful appropriations by the Town Council. Notwithstanding any contrary provision of this Agreement, each payment obligation of the Town created by this Agreement is conditioned upon the availability of funds that are lawfully appropriated by the Town Council for this Contract. If such funds are not appropriated (a "Non-appropriation Event"), this Agreement shall automatically terminate on September 30th of the last year for which funds were appropriated. No penalty shall accrue to the Town should a Non-appropriation Event occur and such occurrence shall not constitute a breach or default by the Town.

10. Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat.*, the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

11. Keep and maintain public records required by the Town to perform services as provided under this Contract.

12. Upon request from the Town's Custodian of Public Records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

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

14. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

15. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT KDOMINGUEZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016.

17. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any legal necessary to enforce or interpret this Agreement must be brought, if at all, in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any

other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Should any legal proceedings be brought related to this Agreement each party shall bear its own attorney's fees and costs, including fees and costs on appeal.

18. If any terms or conditions as set forth in this Agreement, the Largo Contract, City Bid No. 24-B-806, and/or SAK's Response thereto should be in conflict, the terms and conditions set forth in this Agreement shall prevail, then the City of Largo Contract, then the City of Largo Bid No. 24-B-806, and then SAK's Response thereto, in that order.

19. This five (5) page Agreement, along with other documents referenced in paragraph 1 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

(The remainder of this page is intentionally left blank.)

TOWN OF LANTANA

SAK CONSTRUCTION, LLC

Brian K. Raducci, Town Manager

Joseph Feuerborn, General Manager

ATTEST:

Kathleen Dominguez, Town Clerk

Approved as to Form and Legal sufficiency

R. Max Lohman, Town Attorney



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8b

PREPARED BY: Jerry Darr, Assistant Utilities Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Consideration of piggybacking the City of Boca Raton's contract with BLD Services, Inc. for a Townwide Wastewater Lateral Service Lines (Lateral Pipe Lining Services) Rehabilitation in an amount not to exceed \$32,750. Funding for the project was approved in the FY 2025/26 Public Services Budget.

ISSUE/BACKGROUND:

The Utilities Department recommends entering into a contract with BLD Services, LLC by piggybacking on the City of Boca Raton's Contract No. 2022-021 for Townwide Wastewater Lateral Service Lines (Lateral Pipe Lining Services) Rehabilitation in an amount not to exceed \$32,750. This project was recommended in the Wastewater Facilities Condition Assessment Capital Improvement Plan prepared by Mathews Consulting in 2014. In addition, the Town's utility staff has an ongoing program dedicated to inspecting and repairing gravity sewer mains throughout its wastewater collection and transmission system. As a result of their inspections, staff have determined widespread sewer line failures contributing to the inflow and infiltration of rainwater into the sewer system and street pavement failures.

Funding for this project was included in the FY 2025/26 Public Services Budget for \$32,750. The City of Boca Raton's contract No. 2022-021 is on file with the Town Clerk and is available for inspection upon request. The four (4) addresses are 206 W Pine St, 1009 W Drew St, 925 Branch St, and 964 SE Atlantic Dr.

ATTACHMENT(S):

1. Lantana Quote 3-30-2026.pdf
2. BLD_Services_LLC_Agreement_4-2-26_-_Town_Atty_Rev.docx

SAMPLE MOTION:

I move to (approve) (deny) the piggyback agreement with BLD Services, LLC, for Wastewater Lateral Service Line Rehabilitation in the amount of \$32,750 and authorize the Town Manager to execute the same and any amendments thereto.



March 30, 2026

Proposal #263003

Darrell Blom
Utilities Manager
Town of Lantana
510 W. Pine St
Lantana, FL 33462

RE: BLD Services, Lateral Lining Quote – 1009 Drew St., 925 W Branch St., 205 N3rd St
(Library) 964 SE Atlantic

Dear Darrell,

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK based on the existing City of Boca Raton Contract.

Item #	Description	Qty	Unit	Unit \$	Total \$
E9	Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$4,700.00	\$18,800.00
E12	Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	25	L.F.	\$100.00	\$2,500.00
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	4	EA	\$450.00	\$1,800.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	0	L.F.	\$5.00	\$0.00
E31	Maintenance of traffic - residential street	1	SET-UP	\$650.00	\$650.00
E35	Work in rear-yard easement (items E9 to E12)	3	EA	\$1,500.00	\$4,500.00
E37	Work in rear-yard easement (items E18 to E20 and E22)	3	EA	\$1,500.00	\$4,500.00
	Total				\$32,750.00

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Respectfully.

A handwritten signature in dark ink, reading "Gordon Marshall". The signature is written in a cursive style with a large, stylized 'G' and 'M'.

Gordon Marshall
Business Development

CC Mark Dalmau

[Type here]

AGREEMENT	
Town of Lantana	Contractor: BLD Services, LLC.
<i>Piggy-back Agreement: City of Boca Raton, Palm Beach County, Florida Bid Document No. 2022-021</i>	2424 Tyler Street, Kenner, LA 70062

This Agreement is hereby entered into this ____ day of _____, 2026, the effective date, by and between BLD Services, LLC., a Florida corporation (“Contractor”) and the Town of Lantana, Florida, a municipal corporation (“Town”).

WITNESSETH:

Town and Contractor, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

1. Town and Contractor hereby enter into this Agreement for Wastewater Lateral Service Lines (Lateral Pipe Lining Services) pursuant to City of Boca Raton ITB No. 2022-021, the Contractor’s response to same and the contract between the City of Boca Raton, Florida and the Contractor, as extended (the “Piggy-back Agreement”), and the Contractor’s Proposal #263003 for 1009 Drew Street, 925 W. Branch Street, 205 N 3rd Street, and 964 SE Atlantic Drive, dated March 20, 2026. This Agreement will commence on the date first written above and shall continue in full force and effect for a period of one (1) year.
2. All terms of the Agreement are as specifically set forth herein and the Piggy-back Agreement, including all documentation required thereunder as Exhibit “A” and the Contractor’s Proposal #263003, as Exhibit “B”, which is the Contractor’s price schedule for the work contemplated by this Agreement, both exhibits are hereby incorporated herein and made a part hereof. Contractor shall not commence any work pursuant to this Agreement until the Town properly issues a Notice to Proceed, which shall be incorporated herein and made part hereof Exhibit “C”.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail, return receipt requested or hand delivered to the parties at the following address:

Town: Town of Lantana 500 Greynolds Circle Lantana, Florida 33462 Attention: Brian Raducci, Town Manager	Contractor: BLD Services, LLC. 2424 Tyler Street, Kenner, LA 70062 Attention: Jacob Trapani, Vice President
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4. The parties hereby recognize and acknowledge that time is of the essence for the completion of the work described in this Agreement. The parties further agree that all work described herein will be completed within sixty (60) days of issuance of the Notice to Proceed, and that any delay in the completion of the work described herein shall constitute a material breach of this contract. The parties further recognize that the Town will suffer damage and/or financial loss if the work is not timely completed in accordance with the construction schedule set forth in the Notice to Proceed. The parties also recognize

the time, expense and difficulties involved in proving in a legal proceeding, the actual losses or damages suffered by the Town if the work is not completed on time. Accordingly, instead of requiring any such proof, the parties agree that Contractor shall pay liquidated damages for delay, but not as a penalty, in the amount of Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires, beginning with the 61st day following the Town's issuance of the Notice to Proceed, notwithstanding any proper extension of time granted by the Town.

5. This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The Town shall not be obligated or liable for any future payments due or for any damages as a result of termination hereunder.

6. The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that a termination is in the Town's interest. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

7. After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- a. Stop work as specified in the notice.
- b. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- c. Terminate all subcontracts to the extent they relate to the work terminated.
- d. Complete performance of the work not terminated.
- e. For contract work performed before the effective date of termination, the Town will pay for the cost of this work.

8. Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

9. The Town's obligations under this Agreement are specifically conditioned upon the availability of lawful appropriations by the Town Council. Notwithstanding any contrary provision of this Agreement, each payment obligation of the Town created by this Agreement is conditioned upon the availability of funds that are lawfully appropriated by the Town Council for this Contract. If such funds are not appropriated (a "Non-appropriation Event"), this Agreement shall automatically terminate on September 30th of the last year for which funds were appropriated. No penalty shall accrue to the Town should a Non-appropriation Event occur and such occurrence shall not constitute a breach or default by the Town.

10. Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2)

Fla. Stat., the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

11. Keep and maintain public records required by the Town to perform services as provided under this Contract.

12. Upon request from the Town's Custodian of Public Records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

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

14. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

15. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWN CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT KDOMINGUEZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016.

17. This Agreement and all services contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any legal necessary to enforce or interpret this Agreement must be brought, if at all, in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single

or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Should any legal proceedings be brought related to this Agreement each party shall bear its own attorney's fees and costs, including fees and costs on appeal.

18. This five (5) page Agreement, along with other documents referenced in paragraph 1 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

(The remainder of this page is intentionally left blank.)

TOWN OF LANTANA

BLD Services, LLC.

Brian K. Raducci, Town Manager

Jacob Trapani, Vice President

ATTEST:

Kathleen Dominguez, Town Clerk

Approved as to Form and Legal sufficiency

R. Max Lohman, Town Attorney



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8c

PREPARED BY: Kathleen Dominguez, CMC, Town Clerk

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Consideration of Approval to Execute a Contingent Fee Agreement for Legal Services with Stag Liuzza, LLC, and Richard A. Harrison, P.A., Regarding Aqueous Film-Forming Foams (AFFF) PFAS Litigation.

ISSUE/BACKGROUND:

Staff seeks Town Council's authorization to retain specialized legal counsel to pursue claims related to **Aqueous Film-Forming Foams (AFFF)** and **PFAS** contamination within the Town's water systems. This agreement has been reviewed by the Town Attorney for legal sufficiency.

Key provisions of the agreement include the following:

- **This is a contingency fee agreement.**
- **There is no cost to the Town.**
- **The attorneys only get paid if they recover an award for the Town.**
- **The attorneys will receive 1/3 of the gross proceeds of any award.**
- **All costs incurred will be paid out of the Town's 2/3 of the gross.**

ATTACHMENT(S):

1. ContingentFeeAgreement-CleanWaterClassAction-03312026.docx
2. Statement of Client's Rights for Contingency Fees-AFFF MDL Claims-2026.docx

SAMPLE MOTION:

I move to (approve) (deny) authorizing the Town Manager to execute a contingent fee agreement and the Statement of Client's Rights with Stag Liuzza, LLC, and Richard A. Harrison, P.A. for legal representation in the Aqueous Film-Forming Foams (AFFF) Multi-District Litigation (MDL No. 2873) to recover costs associated with PFAS damages to the Town's drinking water and wastewater systems.

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The TOWN OF LANTANA, FLORIDA (hereinafter the "Client") hereby retains, STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and RICHARD A. HARRISON, P.A. (through attorney Richard A. Harrison) (hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 ("AFFF") related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the "Client's Claims").

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding ("Action") or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to RICHARD A. HARRISON, P.A. and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that

recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to

maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full

opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

10. FLORIDA BAR RULE 4-1.5, § 4(A)

- (i) The undersigned client has, before signing this contract, received and read the statement of client's rights and understands each of the rights set forth in it. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned lawyer(s).
- (ii) This contract may be cancelled by written notification to the lawyer at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client is not obligated to pay any fees to the attorney for the work performed during that time. If the lawyer has advanced funds to others in representation of the client, the lawyer is entitled to be reimbursed for amounts that the lawyer has reasonably advanced on behalf of the client.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

TOWN OF LANTANA, FLORIDA:

Date

Date

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

**RICHARD A. HARRISON, for RICHARD A.
HARRISON, P.A.**

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

RE: AFFF Litigation MDL No. 2873

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with 1 lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the RRTFB October 27, 2025 Page 215 lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to

associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to RRTFB October 27, 2025 Page 216 pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar,

the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

RICHARD A. HARRISON, P.A.

BY: _____

BY: /s Richard A. Harrison
Richard A. Harrison

As its _____

As its: President

Dated: _____, 2026

Dated: _____, 2026



TOWN OF LANTANA

Agenda Item Summary

AGENDA ITEM No.: 8d

PREPARED BY: Stephen Kaplan, Finance Director

REVIEWED BY: Brian K. Raducci, ICMA-CM, Town Manager

MEETING DATE: April 27, 2026

AGENDA ITEM: Consideration to Engage Weiss, Serota, Helfman, Cole, and Bierman for Legal Representation.

ISSUE/BACKGROUND:

The Town seeks approval to engage the law firm of Weiss, Serota, Helfman, Cole, and Bierman to represent the Town in an active code enforcement litigation matter currently set for mediation (Case No. 5020206CA003035). The firm has served as the Town's defense counsel through the Town's insurance carrier on other matters (including Case No. 502023CA015851 that involved the same Plaintiff); however, available insurance coverage for defense costs is nearing exhaustion. Upon reaching policy limits, the Town will assume financial responsibility for both cases, which will be funded through General Fund reserves.

Weiss, Serota, Helfman, Cole, and Bierman are currently handling litigation related to the subject Plaintiff and has represented the Town on the 2023 case to date. Attorney Eric Stettin has been directly involved in the previous case and possesses detailed knowledge of the facts, legal strategy, procedural history, discovery, and case-related issues.

As the Town transitions from insurance-funded defense to direct financial responsibility, staff recommends continuing representation with the same legal team rather than retaining new counsel. This allows for continuity of representation, preservation of case knowledge, and avoidance of transition costs and delays. Mr. Stettin is well positioned to continue as special counsel in the 2023 matter and to assume defense of the Town in the 2026 matter.

The proposed engagement would authorize representation under the firm's fee schedule, including attorney services at \$300 per hour and other legal services ranging from \$150 to \$750 per hour billed in 2/10^{ths} of an hour increments.

Staff recommends approval to engage Weiss, Serota, Helfman, Cole and Bierman for the above-referenced legal representation and authorize execution of the engagement agreement to ensure continuity, efficiency, and protection of the Town's interests.

ATTACHMENT(S):

1. Retainer agreement from Weiss, Serota, Helfman, Cole, and Bierman.PDF

SAMPLE MOTION:

I move to (approve) (deny) hiring the firm Weiss, Serota, Helfman, Cole and Bierman for legal representation in Case Nos. 502023CA015851 and 502026CA003035 and authorize the Town Manager to execute said engagement letter.



ERIC STETTIN, ESQ.
Direct Line: 954-627-3460
Email: estettin@wsh-law.com

April 12, 2026

Town of Lantana
c/o Brian K. Raducci, ICMA-CM
Town Manager
500 Greynolds Circle
Lantana, FL 33462

Re: 114 EAST OCEAN LLC, THE TOWN OF LANTANA, a Florida Municipality, LOHMAN LAW GROUP, P.A., a Florida Professional Association, R. MAX LOHMAN, JR., and JEFFERY P. JONES.
Case No.: 502026CA003035XXXAMB (2026).

Dear Brian:

We are pleased that the Town of Lantana ("Town") wishes to engage our Firm to continue representation in the 114 East Ocean LLC matter. We have initially been referred this matter by Public Risk Management of Florida to represent the Town under the terms and conditions of its coverage document. It is my understanding that PRM has advised there is a limited amount of coverage available to defend this action, and therefore, this retainer will apply to the defense of the Town after we are advised that Town has exhausted its available insurance coverage with PRM. We will remain counsel on this matter, but our bills will be sent to the Town for payment.

We apologize in advance for the formality of this letter, but it is our Firm's policy to enter into a written retainer agreement with new clients. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services. This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for the Town, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which the Town will make payment.

1. Nature of Legal Services. The Town has engaged us to continue representation in the 114 East Ocean matter through the conclusion of the trial. If an appeal is required, we will provide a new retainer agreement at that time.

2. Fees for Services. The Town will be charged and agrees to pay for our services on the basis of hourly rates established from time to time for the attorneys in our Firm, together with applicable taxes if any. It is contemplated that Eric Stettin will have primary responsibility for the defense of this matter. As a professional courtesy, we have reduced his hourly rate to \$300.00. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity. Hourly rates for other members of the Firm, associates and paralegals currently range from \$150.00 to \$750. The Town will be advised in advance if higher hourly rate attorneys work on the matter. All of our rates are reviewed and may increase on October 1 of each year.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on the Town behalf ("Routine Expenses"). Routine Expenses include photocopying charges, fax charges, postage, long distance telephone calls, computerized research charges, tolls, courier charges and express mail charges, filing fees, recording costs, out-of-town travel expenses, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs (if any), will be itemized and billed to the Town. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from the Town prior to undertaking the expenditures of funds on the Town behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to the Town on a monthly basis, and each invoice will be due and payable when rendered. The Town must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to the Town. The Town will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, the Town will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. The Town further understands that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to the Town until we have been paid all costs, fees and interest due us under this agreement. The Town also agrees to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the Town if the Town has misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Advanced Fees and Costs Deposit. –None.

7. Disputes. Any dispute arising from this Agreement shall be resolved through final and binding arbitration in Miami Dade County, Florida and this Agreement shall be governed by Florida law.

8. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from each of you with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

9. Fees for Other Services. In the event The Town asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

10. Commencement of Representation. If the foregoing is agreeable, please sign this letter of behalf of the Town and deliver it to us, together with payment of the retainer.

We appreciate your confidence in us and we assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please contact me. Otherwise, please indicate your agreement with the foregoing by signing this engagement letter and returning it to me.

Very truly yours,

WEISS SEROTA HELFMAN
COLE + BIERMAN, P.L.

/Eric Stettin

By: _____
Eric Stettin, Esq.

AGREED AND ACCEPTED on _____, 2026.

Town of Lantana

By: _____
Print Name:
Title: